

IN THE MATTER between **C.C. HOLDINGS LTD.**, Applicant, and **SERENUS ANDREWS**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

C.C. HOLDINGS LTD.

Applicant/Landlord

- and -

SERENUS ANDREWS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand three hundred fifty dollars (\$1350.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the required security deposit in the amount of one thousand dollars (\$1000.00).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to be responsible for the provision of electricity by establishing her own account with the supplier of electricity and paying the full balance

on the existing landlord's account.

4. Pursuant to section 25(3)(a) of the *Residential Tenancies Act* the respondent shall provide the landlord with a key to the premises.
5. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to seek the permission of the landlord to keep a pet on the premises.
6. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 912 Bigelow Crescent, Yellowknife, NT shall be terminated on August 31, 2004 unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of August, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **C.C. HOLDINGS LTD.**, Applicant, and **SERENUS ANDREWS**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

C.C. HOLDINGS LTD.

Applicant/Landlord

-and-

SERENUS ANDREWS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 10, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Cindy Ashby, representing the applicant

Date of Decision: August 11, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on July 30, 2004. The respondent contacted the rental officer by telephone on August 9, 2004 seeking a postponement of the hearing. She agreed to appear at the hearing to seek a postponement and alternate hearing date but failed to appear. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay the required security deposit, changing the locks to the premises without the consent of the landlord, failing to establish an electrical account or pay for the cost of electricity, and failing to adhere to several rules established by the landlord. The applicant sought an order requiring the respondent to pay the alleged rent arrears and security deposit and terminating the tenancy agreement.

The applicant testified that the respondent had failed to pay the rent in June, 2004 and had frequently failed to pay the rent on time. The applicant stated that the rent was provided to the respondent through the income support program and they now receive the rent directly from the program. However, the rent cheque for June, 2004 was provided to the tenant who did not remit it to the landlord. The rent for the premises is \$1350/month.

The applicant also testified that the required security deposit had not been paid. The written tenancy agreement between the parties commenced on February 1, 2004 and sets out a security

deposit of \$1000. As the tenancy agreement has been more than three months in duration, the entire deposit is now overdue.

The applicant testified that the respondent had changed the locks to the premises without the landlord's consent. The applicant stated that the landlord was not provided with a key to the premises.

The applicant testified that the respondent had failed to open an account with the supplier of electricity on the commencement of the tenancy agreement and the account remains in the landlord's name. The applicant provided several invoices in evidence which indicated that the account was not in the tenant's name and that it was frequently (and currently) in arrears. Section 8 of the written tenancy agreement states that the tenant shall be responsible for the provision of electricity.

The written tenancy agreement and attached rules contain numerous obligations. The applicant alleged that the following three obligations have been breached by the tenant:

No pets or animals shall be allowed in or about the premises without the written consent of the Landlord, at which time the tenant must first complete a pet release which shall form part of your lease agreement.

The applicant testified that the respondent kept a dog on the premises which had recently had puppies and had not sought the consent of the landlord.

The tenant is responsible for insurance of their personal effects. (Includes but not limited to furniture, art, clothing, etc.) TENANT MUST PROVIDE THE LANDLORD WITH A COPY OF INSURANCE NOTING COVERAGE.

The applicant testified that the respondent had failed to provide proof of insurance.

Tenant will notify the Landlord of any additional occupants.

The applicant testified that the respondent's daughter and her child were also occupying the premises and the landlord had not been notified.

I find the respondent in breach of her obligation to pay rent and to pay the required security deposit. I find the rent arrears to be \$1350 and the outstanding security deposit to be \$1000.

I find the respondent in breach of her obligation to not change the locks without the consent of the landlord. Section 25 of the *Residential Tenancies Act* sets out this mutual obligation.

- 25.(1) No landlord or tenant shall, during occupancy of the rental premises by the tenant, alter or cause to be altered the locking system on any door giving entry to the rental premises except by mutual consent.**
- (2) A landlord or tenant shall not change the locks on any entrance to the residential complex so as to unreasonably interfere with the other's access to the complex.**

I find the respondent in breach of her obligation to provide for or pay for electricity.

I find the respondent in breach of the rule requiring tenants to seek the permission of the landlord

to keep a pet on the premises. The rule is in writing, was made known to the respondent, is not contradictory with the Act and, in my opinion, is reasonable.

In my opinion the rules regarding insurance for personal effects and other occupants are not enforceable as they are not reasonable in all circumstances. The decision as to whether to insure one's personal effects should be the tenant's. Although for security purposes, it may be prudent to inform the landlord that there are other occupants residing with you, I fail to see why it should be mandatory and do not consider it to be reasonable in all circumstances. The privacy of a tenant's household is important and there are, in my opinion, adequate provisions in the Act under section 45(3) to address overcrowding, if that is the concern.

Although not contained in the application, the applicant stated at the hearing that there had been instances of disturbance created by the respondent. The applicant provided no detail concerning any disturbance. In my opinion, there is insufficient evidence to conclude that the respondent has disturbed other tenants.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent provides prompt relief to the landlord by paying the rent arrears and security deposit in full, establishing an account for electricity and paying the balance of the existing account, delivering a key to the premises to the landlord, and complying with her obligation to seek permission from the landlord to keep a pet on the premises.

An order shall issue requiring the respondent to pay the applicant the rent arrears and security deposit, comply with her obligation to pay electricity, give a key to the premises to the landlord and seek consent for her pet on or before August 31, 2004. Should the respondent fail to comply with all provisions of the order, the tenancy will be terminated on August 31, 2004 and the respondent shall vacate the premises.

Hal Logsdon
Rental Officer