

IN THE MATTER between **JACK THEAL**, Applicant, and **JOEY DAY**, 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:

JACK THEAL

Applicant/Tenant

- and -

JOEY DAY

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 6, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Jack Theal, applicant
<u>Date of Decision:</u>	July 6, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant paid the March, 2006 rent of \$550 to the landlord in advance and then left the premises on or about February 28, 2006. He stated that he had found another place to live and decided to leave on short notice. The applicant stated that the landlord had agreed to refund the March rent but, to date, had not done so. The applicant sought an order requiring the respondent to return the March rent paid in advance in the amount of \$550.

The applicant abandoned the rental premises, having left without the tenancy agreement being terminated in accordance with the *Residential Tenancies Act*. The tenant did not give notice in writing or mutually agree in writing with the landlord to terminate and the tenancy agreement. The tenancy agreement was not terminated by order. The Act does not contain any provisions for the refund of rent paid in advance when a tenant abandons rental premises.

A rental officer has jurisdiction only where the Act establishes his/her jurisdiction. There are no remedies set out in the Act to provide a refund of prepaid rent to a tenant who abandons rental premises.

Accordingly, I have no authority to issue the order requested by the applicant and must therefore dismiss the application.

Hal Logsdon
Rental Officer