

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DAN BLAKE**, 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 **INUVIK, NT.**

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

DAN BLAKE

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 two thousand forty dollars (\$2040.00).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DAN BLAKE**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

DAN BLAKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 5, 2007

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Darrin Holmes, representing the applicant

Date of Decision: December 11, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to his last known address. The respondent failed to appear at the hearing and the hearing was held in his absence.

The respondent was provided with rental premises by the applicant as a benefit of employment.

The employment and tenancy agreement commenced on March 1, 2006. The rent for the premises was named in the employment agreement as \$500/month. There is no evidence of a separate written tenancy agreement. The statement of rent provided by the applicant in evidence indicates that the respondent moved out of the premises on June 30, 2007. The applicant testified that the respondent quit his employment the last week in May, 2007. The applicant alleged that the respondent failed to pay the full amount of rent owing and sought an order requiring the respondent to pay the alleged rent arrears.

The rent statement indicated a balance of rent owing in the amount of \$4290. The rent statement indicates that the rent was raised in August, 2006 to \$600. The statement also indicates that rent of \$1550 was charged in July, 2007. There was no evidence provided concerning the date of the last rent increase for the premises or any notice of rent increase.

In my opinion, it is reasonable to assume, in the absence of any evidence to the contrary, that the premises were first rented as a caretaker's apartment at a reduced rent of \$500 on March 1, 2006.

That being the case, no rent increase should have taken place until twelve months had elapsed

from that date. Assuming that proper notice was given, the rent should have remained at \$500/month until March, 2007.

There was no explanation as to why the respondent was charged rent for July, 2007 or why the rent for that month was \$1550. The evidence suggests that the respondent was no longer in possession. The tenancy agreement was terminated when the employment agreement was terminated. Therefore there was no abandonment and there can be no compensation for lost rent.

I find rent arrears in the amount of \$2040 calculated as follows:

Rent (March/06 to Feb/07 @ \$500/month)	\$6000
Rent (March/07 to June/07 @ \$600/month)	2400
Total payments as per statement	<u>(6360)</u>
Rent arrears	\$2040

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2040.

Hal Logsdon
Rental Officer