

IN THE MATTER between **AAG Landscaping**, Applicant, and **Judith Gale**,
Respondent;

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

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the town of Fort Smith in the Northwest
Territories.**

BETWEEN:

AAG LANDSCAPING

Applicant/Landlord

- and -

JUDITH GALE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$3,400.00 (three thousand four hundred dollars).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 60 Field Street in Fort Smith, Northwest Territories, is terminated effective September 30, 2014, and the respondent must vacate the rental premises on or before that date.

3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent must compensate the applicant for use and occupation of the rental premises known as 60 Field Street in Fort Smith, Northwest Territories, at a rate of \$27.95 (twenty-seven dollars ninety-five cents) for each day the respondent remains in the rental premises after September 30, 2014.

DATED at the City of Yellowknife in the Northwest Territories this 26th day of September 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **AAG Landscaping**, Applicant, and **Judith Gale**,
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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

AAG LANDSCAPING

Applicant/Landlord

-and-

JUDITH GALE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 25, 2014

Place of the Hearing: Yellowknife, Northwest Territories, by teleconference

Appearances at Hearing: Andrew Grenier, representing the applicant
Amanda Grenier, representing the applicant
Judith Gale, respondent

Date of Decision: September 25, 2014

REASONS FOR DECISION

An application to a rental officer made by AAG Landscaping as the applicant/landlord against Judith Gale as the respondent/tenant was filed by the Rental Office July 28, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as 60 Field Street in Fort Smith, Northwest Territories. The applicant personally served a copy of the filed application on the respondent August 8, 2014.

The applicant alleged the respondent had failed to pay rent and the security deposit throughout the tenancy and requested an order for payment of rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for September 25, 2014, by teleconference. Mr. Andrew Grenier and Ms. Amanda Grenier appeared representing the applicant. Ms. Judith Gale appeared as respondent.

The application to a rental officer originally named both Judith Gale and Amber Gale as respondents. The tenancy agreement submitted into evidence named Judith Gale as the sole tenant, however both Judith Gale and Amber Gale's hand-written names appeared on the signature page of the agreement. Judith Gale confirmed at hearing that Amber Gale is her 17-year-old daughter and that Judith Gale wrote Amber Gale's name next to her own signature on the agreement to signify that Amber Gale would be living with her as an occupant in the rental premises. I find Amber Gale is not a party to this tenancy agreement and have removed her name from the style of cause on this matter.

Mr. Grenier testified that Ms. Gale has been a tenant in his rental property at 60 Field Street in Fort Smith, Northwest Territories, since June 1, 2014. He indicated that Ms. Gale has failed to pay the rent and the requested security deposit since day one, that she has made no efforts to pay the rent, and that she has been evading Mr. and Mrs. Grenier in their efforts to communicate with her regarding both the rent and maintenance issues which arose after Ms. Gale moved in.

Ms. Gale testified that she was of the understanding that the landlord was willing to work with her in regards to her financial situation and that she has been anticipating disability assistance and income assistance that has yet to occur. She further advised that when she moved into the rental premises the hot water tank had been turned off, there was no heat to the rental premises, and there was a foul odour presumably coming from the carpet which the landlord had told her would be replaced in conjunction with renovations. She also alleged there was mold present throughout the rental premises for which she has been in communication with an environmental health officer.

Mr. Grenier disputed that the hot water tank was turned off, acknowledging that it may not be functioning properly and that several attempts to give Ms. Gale proper notice to enter the premises so they could effect repairs were unsuccessful. Mr. Grenier also pointed out that the tenancy agreement signed by Ms. Gale acknowledges that the rental premises would be undergoing renovations during her tenancy.

In any case, the application before me is specific to rental arrears. Ms. Gale did not submit an application regarding the alleged maintenance issues, nor is there any evidence before me to substantiate those allegations. I will not consider any matters at this hearing other than the alleged rental arrears. Should Ms. Gale choose, she has leave to file an application to a rental officer seeking compensation for losses suffered as a result of the condition of the rental premises, though I would caution her to ensure she has sufficient evidence to substantiate her claim.

Tenancy agreement

The tenancy agreement dated May 29, 2014, was entered into evidence by the applicant. It is signed by both parties. It identifies the rental premises as 60 Field Street in Fort Smith, Northwest Territories. There is no dispute between the parties that a tenancy agreement was entered into. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

Mr. Grenier testified that he has received no payments of rent from Ms. Gale since she took occupancy on May 29, 2014. Neither has he received payment of the requested security deposit. Rent was established in the tenancy agreement at \$850 per month. Ms. Gale did not dispute that she has failed to pay any monies to the landlord for rent. I find the respondent has accumulated rental arrears in the total amount of \$3,400, representing the rent for June to September 2014.

Termination of the tenancy agreement and eviction

Under the circumstances, having established that Ms. Gale has failed to pay any monies for rent since taking occupancy of the rental premises and that she admittedly cannot afford the rent for this rental premises, termination of the tenancy agreement and eviction are justified.

An order will issue requiring Ms. Judith Gale to pay rental arrears in the amount of \$3,400, terminating the tenancy agreement on September 30, 2014, evicting Ms. Gale from the rental premises on October 15, 2014, and requiring Ms. Gale to compensate the landlord for use and occupation of the rental premises at a rate of \$27.95 for each day she remains in the rental premises after September 30, 2014. The eviction order will be issued under separate cover.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential lease agreement dated May 29, 2014