

IN THE MATTER between **SE**, Applicant, and **JG**, 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**, Rental Officer,

BETWEEN:

SE

Applicant/Landlord

-and-

JG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 27, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SE, applicant
<u>Date of Decision:</u>	October 27, 2016

REASONS FOR DECISION

An application to a rental officer made by SE as the applicant/landlord against JG as the respondent/tenant was filed by the Rental Office June 24, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by email deemed received July 8, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had vacated the rental premises prior to the end of the fixed-term tenancy agreement and failed to pay the rent for the remaining month of the term. An order was sought for payment of rental arrears.

A hearing was scheduled for October 27, 2016, by three-way teleconference. Ms. SE appeared as applicant. Mr. JG was served notice of the hearing by email deemed received October 8, 2016. The respondent did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant testified and provided evidence establishing a fixed-term tenancy agreement between the parties commencing December 6, 2015, and ending July 31, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears

The respondent gave the applicant notice by email sent May 31, 2016, of his intention to vacate the premises by June 30, 2016. The applicant tried to contact the respondent repeatedly to discuss the early termination of the fixed-term tenancy, however, the respondent did not respond. The applicant attended the rental premises on June 30th and confirmed the respondent was no longer in occupancy. An exit inspection was conducted in the respondent's absence. The applicant was unable to secure a new tenant for the rental premises until recently. The applicant is seeking only the rent for the month of July from the respondent, that being the final month of the fixed-term tenancy agreement period.

Section 51(1) of the Act specifies that a fixed-term tenancy agreement may only be terminated by the tenant for the last day of the fixed-term period. The tenant is required to give the landlord at least 30 days' written notice. In this case, the last day of the fixed-term period was July 31, 2016. While the respondent's written notice was given at least 30 days in advance of the date he intended to vacate the rental premises, it did not take effect until July 31st pursuant to section 51(1) of the Act. As such, the respondent remained responsible for the rent for July. I find the respondent liable to the applicant for rental arrears in the amount of \$1,200.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$1,200.

Adelle Guigon
Rental Officer