

IN THE MATTER between **TT**, Applicant, and **NAREIT/NPRLP**, 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:

TT

Applicant/Tenant

-and-

NAREIT/NPRLP

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 19, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	TT, applicant NT, witness for the applicant BL, representative for the respondent HC, representative for the respondent CDL, representative for the respondent
<u>Date of Decision:</u>	October 19, 2017

REASONS FOR DECISION

An application to a rental officer made by TT as the applicant/tenant against NAREIT/NPRLP as the respondent/landlord was filed by the Rental Office August 4, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent/landlord August 11, 2017.

The applicant alleged that the landlord interfered with her subletting agreement and requested an order absolving her liability for rent for the last month of her tenancy.

A hearing was scheduled for October 19, 2017, in Yellowknife. TT appeared by telephone as applicant/tenant. NT appeared in person as the applicant/tenant's witness. BL, HC, and CDL appeared representing the respondent/landlord.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing March 1, 2014. The tenant vacated the rental premises, ending the tenancy effective August 4, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Agreement to sublet

In November 2016 the tenant asked the landlord to add NT to her existing tenancy agreement. This request effectively constituted a request to assign the tenancy agreement from a sole tenancy with the tenant to a joint tenancy with both the tenant and NT. The landlord considered the tenant's request and vetted NT's application. They found NT was not a suitable tenant and

denied the tenant's request to assign her tenancy agreement. As an alternative, the landlord consented to the tenant subletting the rental premises to NT. A second consecutive subletting agreement was consented to by the landlord and entered into by the tenant and NT on April 20, 2017, for the period of May 1 to December 1, 2017.

In late-July the landlord notified NT that a rental premises suitable for her and her family had become available. After discussions with NT's support workers, the landlord was prepared to offer NT the opportunity to obtain her own housing. Despite being in a fixed-term subletting agreement with TT, and because the rental premises being offered by the landlord was more suitable for her specific needs, NT accepted the rental premises and entered into her own tenancy agreement with the landlord on August 2, 2017.

Being involved in the discussions which took place with the landlord on August 1, 2017, the tenant was aware at that time of the offer to NT. The tenant argued that she should not be held liable for the rent for August because she was not given adequate notice that she would be losing her subtenant and she could not afford to unexpectedly pay rent for two places. She felt that the landlord had interfered with her subletting tenancy by offering her subtenant her own place.

Subsection 22(1)(b) of the Act allows a tenant to transfer his or her right to occupy the rental premises to another person by subletting it where the tenant intends to return to the rental premises, gives the right to occupy for a fixed-term, and resumes occupancy on the last day of the fixed-term. Subsection 24(1) of the Act establishes that the subtenant is entitled to the rights of the tenant and is liable to the tenant for any breaches during the term of the subletting. The tenant remains solely liable to the landlord during the term of the tenancy, including the period of the subletting.

In this case, it is not the landlord that breached an obligation respecting the tenancy or subletting. By agreeing to enter into her own tenancy agreement when she did, NT as the subtenant breached the terms of her fixed-term subletting agreement with the tenant. The tenant is the one who subsequently chose to vacate the rental premises without giving the landlord proper notice in accordance with the Act and as a result she is responsible for the rent for August. The applicant/tenant's request for an order absolving her of her responsibility for the rent for August is denied.

Rental arrears

At hearing the landlord's representatives submitted a resident ledger and move-out statement documenting the current status of the tenant's rent account. The security deposit was retained against minor costs of cleaning and rental arrears, leaving a balance of rental arrears of \$318.39. The tenant did not dispute the accuracy of the accounting and expressed an intention to pay the amount owing as soon as possible. I find the tenant has accumulated rental arrears in the amount of \$318.39.

Order

An order will issue requiring the applicant/tenant to pay rental arrears in the amount of \$318.39.

Adelle Guigon
Rental Officer