

IN THE MATTER between **KF**, Applicant, and **ER**, 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:

KF

Applicant/Landlord

-and-

ER

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 24, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	KF, applicant SC, representing the applicant ER, respondent
<u>Date of Decision:</u>	January 24, 2018

REASONS FOR DECISION

An application to a rental officer made by KF as the applicant/landlord against ER as the respondent/tenant was filed by the Rental Office October 17, 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 November 10, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 24, 2018, in Yellowknife. KF appeared as applicant with SC appearing as her property manager. ER appeared by telephone through the IP Relay service.

Tenancy agreement and termination of the tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing March 1, 2017, for a fixed-term to February 28, 2018. At hearing, the respondent verbally notified the applicant that she had vacated the rental premises on January 15, 2018, and had cancelled her electricity account prior to that date.

Given that the respondent did not give the landlord any notice of her intention to vacate the rental premises, I am not satisfied that the tenancy agreement has been terminated in accordance with the *Residential Tenancies Act* (the Act). By definition pursuant to subsection 1(3)(b) of the Act, the respondent has abandoned the rental premises. Having failed to give notice in accordance with subsection 51(1) of the Act, the respondent remains liable for terms of the tenancy agreement until February 28, 2018. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

For the purposes of ensuring the applicant can reclaim possession of the premises without penalty, the tenancy agreement will be ordered terminated January 24, 2018.

Rental arrears

The applicant and her property manager testified and provided a rent ledger accounting for the monthly rent and payments received against the respondent's rent account. The rent was established at \$1,850 per month. The last payment received against the rent account was recorded September 15, 2017, in the amount of \$450. Attempts to communicate with the respondent after October 9, 2017, were unsuccessful. No efforts were made by the respondent to negotiate a payment plan or otherwise speak to resolving the matter.

The respondent did not dispute the landlord's accounting of rental arrears, acknowledging her debt and accepting responsibility for it insofar as making an undefined commitment to pay the debt. Explanations and rationalizations were offered respecting difficulties maintaining employment in the North and being unable to secure adequate funds for her needs.

I am satisfied the rent ledger accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent and has accumulated rental arrears in the amount of \$11,500.

The respondent was reminded that if the landlord is unable to secure a new tenant for the rental premises for February 1, 2018, that she would be liable to the applicant for February's rent.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$11,500; and
- terminating the tenancy agreement January 24, 2018.

Adelle Guigon
Rental Officer