

IN THE MATTER between **N.L.**, Applicant, and **S.L.**, 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:

**N.L.**

Applicant/Landlord

-and-

**S.L.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 26, 2018

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** L.E., representing the applicant  
S.L., respondent

**Date of Decision:** October 5, 2018

### **REASONS FOR DECISION**

The tenancy agreement between the parties was made for a 15-month term commencing on March 1, 2011. The agreement was renewed on a monthly basis after the initial term. The monthly rent was set at \$1850 and has remained unchanged during the tenancy. A security deposit of \$1850 was paid in full.

The rental premises consist of a single premises and the tenancy agreement contains a clause pursuant to section 31(1) of the *Residential Tenancies Act* obligating the tenant to perform the maintenance obligations of the landlord.

The application was filed on August 7, 2018 seeking payment of rent arrears, termination of the tenancy agreement and eviction. At the hearing the respondent stated that she had vacated the premises on September 15, 2018, terminating the tenancy. The applicant was not aware that the tenant had finished moving out.

An updated copy of the rent account was provided in evidence indicating a balance of rent owing in the amount of \$6255.09. The balance includes the full September, 2018 rent of \$1850.

The respondent did not dispute the arithmetic accuracy of the rent statement or indicate that any payments made had not been credited. The respondent submitted that the drains and the water supply lines froze continuously during the winter of 2017/18. The respondent testified that she paid a steamer \$100 on five occasions to thaw the lines during the period December, 2017 to March, 2018. The respondent also testified that the furnace did not work properly between September 1-15, 2018 requiring her to use a space heater at considerable cost to her. No evidence of expenditures was provided. No application has been made by the respondent.

Although it does not appear that the landlord has confirmed that the premises are now vacant, it is clear that they were aware that the tenant was in the process of moving out. I accept the tenant's date of September 15 and shall adjust the September rent owing to \$925. In other respects I find the ledger in order and find the total rent arrears to be \$5330.09.

In my opinion, there is not sufficient evidence to conclude that the necessary repairs to the water/drainage and heating systems were the responsibility of the landlord or the tenant or that the respondent incurred expenses to remedy a breach by the landlord. In any case, there should have been an application filed by the tenant during the tenancy, rather than an after-

the-fact request for a reduction of the rent owing. An investigation and hearing of a tenant application would have permitted a rental officer to clearly determine if the provisions in the tenancy agreement obligate the landlord or the tenant to address these issues as well as to consider remedies other than monetary relief for the tenant. The respondent's request for monetary relief is denied.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5330.09.

I note that the applicant has not conducted an inspection or completed a statement of the security deposit. Since it is clear that the respondent has given up possession, the inspection and the resolution of the deposit must be completed without delay.

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Hal Logsdon  
Rental Officer