

IN THE MATTER between **YKDPM**, Applicant, and **SM & 507063 NWT LTD**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

YKDPM

Applicant/Landlord

-and-

SM & 507063 NWT LTD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 27, 2019

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: CW representing the Applicant

Date of Decision: March 27, 2019

REASONS FOR DECISION

An application to a rental officer made by YKDPM as the Applicant/Landlord against SM & 507063 NWT LTD as the Respondent/Tenant was filed by the Rental Office on February 22, 2019. 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 on March 4, 2019.

The Applicant claimed that the Respondent had failed to pay rent, had abandoned the rental unit in January 2019, had not met their obligation to pay for the water utility, had not cleaned the rental premises and had changed the locks and added additional locks to the bedrooms. An order was sought for payment of rental arrears, compensation for lost rent, as well as compensation for replacement of locks, cleaning of the unit and payment of the water utility bill.

A hearing was scheduled for March 27, 2019, in Yellowknife. The Deputy Rental Officer appeared in person, CW appeared representing the Applicant. SM was served notice of the hearing in person on March 4, 2019. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy Agreement

The Applicant's representative testified and evidence was presented establishing a tenancy agreement between the parties commencing February 1, 2018 and ending January 31, 2019. However, under subsection 62(1) of the Act the tenancy agreement was terminated when the tenant abandoned the rental premises on January 7, 2019. According to the testimony of the Applicant the tenant came to their office on that date, returned the keys and said "we are out".

I am satisfied a valid tenancy agreement was in place in accordance with the Act, and that it was terminated when the rental premises were abandoned on January 7, 2019.

Rental Arrears

A statement entered into evidence represents the accounting of monthly rent and payments received. The statement dated January 16, 2019 shows a balance owing of \$6,600.00 representing unpaid rent for November, December and January.

I am satisfied that the statement accurately reflects the current status of the Respondent's rental account. I find that the Respondent had failed to pay their rent when due and accumulated rental arrears in the amount of \$6,600.00.

Compensation for Future Rent

Under subsection 62(2) of the Act, the Landlord can make an application for compensation for loss of future rent when a tenant abandons their rental premises.

Included in the statement provided by the Applicant is a charge in the amount of \$2,200 representing rent owed for February 2019. According to the Applicant the rental unit was vacant in February and remains vacant. I am satisfied that the Respondent did abandon the rental premises on January 7, 2019, and are liable to compensate the Applicant for loss of future rent, and that one month's rent totalling \$2, 200 is a reasonable assessment of that loss.

Obligation to Pay for Water Utilities

Under the tenancy agreement provided in evidence, the Respondent was responsible for paying for water utilities. The Applicant's representative testified that the Respondent was supposed to establish their own account with the City of Yellowknife and pay for these utilities directly.

The Applicant testified that they were not aware that the tenant had neglected to do so until they received a letter dated January 14, 2019 from the City of Yellowknife (submitted as evidence) informing them that there were outstanding arrears and full payment was required. Invoices for the account were requested and received from the City (also submitted as evidence - January 11, 2018 and October 10, 2018). According to this information total arrears including late payment fees total \$1,149.75. This amount is also included in the statement submitted by the Applicant. I am satisfied that the Respondent was responsible for paying the water utilities and has accumulated arrears in the amount of \$1,149.75.

Cleaning and Replacement of Locks

The Applicant provided testimony that the rental unit was not properly cleaned when it was vacated, and locks had been changed without the Applicant's permission. The Applicant provided new evidence at the hearing to support their claim for compensation under the Act for the cost of cleaning (paragraph 45(4)(c) of the Act) and replacement of locks (subsection 25(3)(c) of the Act).

The Respondent was not present at the hearing and had not had an opportunity to examine this new information. The Applicant decided to withdraw their claim for compensation for these costs at this time.

Orders

An order will be issued

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$6,600.00 (p. 41(4)(a));
- requiring the Respondent to pay to the Applicant compensation of \$2,200 for loss of future rent (ss.62(2)); and
- requiring the Respondent to pay to the Applicant compensation of \$1,149.75 to pay for water utility arrears (p. 45(4)(c)).

Janice Laycock
Deputy Rental Officer