

IN THE MATTER between **ANL**, Applicant, and **E2WII**, 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:

ANL

Applicant/Landlord

-and-

E2WII

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 14, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PM, representing the Applicant

Date of Decision: August 14, 2019

REASONS FOR DECISION

An application to a rental officer made by ANL as the Applicant/Landlord against E2WII as the Respondent/Tenant was filed by the Rental Office May 29, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email to AM, Director of E2WII, on June 25, 2019, and by registered mail to the registered office address (according to Government of Canada registry of Federal Corporations) signed for on June 28, 2019.

The Applicant claimed that the Respondent had abandoned the rental premises; had failed to pay rent for March, April, and May 2019; had failed to pay utilities; and had left furniture in the unit. An order was sought for payment of rental arrears in the amount of \$13,500, as well as compensation for outstanding utilities, and reimbursement for moving abandoned furniture and changing the locks.

A hearing was scheduled for August 14, 2019, and both parties were provided notice. Janice Laycock, Deputy Rental Officer, appeared by telephone. PM appeared by telephone representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the *Residential Tenancies Act*.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement between the parties beginning on October 1, 2018. The Agreement (titled "House Lease") was signed by AM, Director of E2WII of Iqaluit, Nunavut. According to the agreement the monthly rent was \$4,500 and the Respondent was responsible for paying all utilities. This tenancy was terminated when the Respondent abandoned the rental premises on or about May 20, 2019.

According to their testimony, the Applicant became aware that the unit may have been abandoned when various bills for the utilities starting coming directly to them. When they went to the rental premises in mid-May only workers for the Respondent were there and they vacated the premises around May 20, 2019. The rental premises were occupied by a new tenant on August 1, 2019.

Based on the testimony and evidence presented by the Applicant, I am satisfied that a valid tenancy agreement was in place for the period October 2018 to May 2019. This agreement was terminated on May 20, 2019, when the Respondent abandoned the rental premises.

Rental Arrears

According to the testimony of the Applicant, and the statements and invoices provided as evidence, the Respondent had not paid rent for March, April, and May 2019, owing a total of \$13,500 in rental arrears.

I am satisfied that the statements and invoices accurately reflect the current status of the Respondent's rent account. I find that the Respondent owes the Applicant \$13,500 in rental arrears.

Additional Obligations - Utilities

According to the "House Lease" part 4 Utilities, the Respondent agreed to pay all utilities. Based on the evidence provided and the testimony of the Applicant, at the time that the rental premises were abandoned a total of \$2,883.61 was owing for utilities. This calculation includes a 15% service fee and 5% GST on the service fee assessed by the Applicant. The breakdown of the utilities owing includes the following:

City of Yellowknife	\$1,194.21 (including payment for May)
Northlands (power)	\$1,087.57
Petro Can (fuel)	\$393.44
Superior Propane	\$208.39
TOTAL	\$2,883.61

I am satisfied that the Respondent had an obligation to pay all utilities and that the Applicant has provided evidence of outstanding utilities owing of \$2,883.61.

Additional Obligations - Other Expenses

The Applicant testified at the hearing that they had to move abandoned bedroom furniture out of the unit, and they also had to replace the exterior locks because they did not know who might have the keys. They provided receipts for the costs related to moving the furniture totalling \$193.20 (including service fee of 15% and 5% GST) and to replace the locks totalling \$392.37 (including service fee of 15% and 5% GST).

I am satisfied that the Respondent is responsible for paying the expenses related to moving the bedroom furniture and changing the locks and owes the Applicant \$193.20 for moving the furniture and \$392.37 for replacing the locks on the exterior doors.

Order

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$13,500 (p.41(4)(a));
- requiring the Respondent to pay outstanding utilities owing in the amount of \$2,883.61 (p.45(4)(c)); and
- requiring the Respondent to pay expenses related to moving furniture in the amount of \$193.20 and changing locks in the amount of \$392.37 (p.45(4)(d)).

Janice Laycock
Deputy Rental Officer