

IN THE MATTER between **NPRLP**, Applicant, and **TL**, 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:

NPRLP

Applicant/Landlord

-and-

TL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 21, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant NAY, representing the Applicant TL, Respondent
<u>Date of Decision:</u>	August 21, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against TL as the Respondent/Tenant was filed by the Rental Office June 19, 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 registered mail signed for July 15, 2019.

The Applicant alleged the Respondent had failed to pay rent in full when due 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 August 21, 2019, in Yellowknife. CDL and NAY appeared representing the Applicant. TL appeared as Respondent.

Tenancy agreement

Evidence was presented establishing a joint residential tenancy agreement with TL and VN commencing March 1, 2018. The joint tenancy agreement was assigned to a sole tenancy agreement with TL effective June 7, 2019. The Respondent vacated the rental premises, ending the sole tenancy agreement as of August 12, 2019. I am satisfied a valid sole tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act). Given that the tenancy has ended, the Applicant's request for termination and eviction orders is no longer necessary.

Damages

At the hearing, the parties agreed that the Respondent had not given written notice to terminate the tenancy agreement in accordance with the Act. He telephoned the Applicant on or about August 12, 2019, to tell them he had left the premises and the Applicant had the locks changed the same day. The Applicant did not conduct an exit inspection of the rental premises until the day of this hearing, August 21, 2019. The Respondent was neither informed of the exit inspection nor given an opportunity to participate in the exit inspection. The Applicant's representatives submitted at hearing the entry and exit inspection reports and a move-out statement prepared based on estimates for repairs and cleaning costs. The Respondent had not seen these documents prior to this hearing. The application package included limited documents relating to the condition of the rental premises when the joint tenancy agreement was assigned to a sole tenancy agreement. The reasons written in the application to a rental officer did not include a claim for any damages at all, be it those that have occurred during the joint tenancy agreement or those that may have occurred during the sole tenancy agreement.

I determined at hearing that it would be unfair to consider any of the Applicant's claims for damages and/or cleaning at this time for two reasons: first, because those things were not identified as claims in the application to a rental officer, and second, because it would be unfair to the Respondent since he has not had reasonable opportunity to prepare a defence to any of those claims. Should the Applicant and Respondent be unable to resolve the issues of damages and cleaning themselves, then the Applicant may file a new application to a rental officer about those matters.

Rental arrears

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$1,845 per month. Late payment penalties were calculated in accordance with the Act, and \$25 in late payment penalties for August 2019 was added to the ledger balance. Either insufficient payments or no payments were received in the three months of the sole tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt under the sole tenancy and accepting responsibility for it.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has failed to pay rent and has accumulated rental arrears in the amount of \$5,442. That amount represents approximately three months' rent.

Order

An order will issue requiring the Respondent to pay rental arrears in the amount of \$5,442.

Adelle Guigon
Rental Officer