

IN THE MATTER between **NTHC**, Applicant, and **MB**, 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**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**MB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 12, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** BL, representing the Applicant

**Date of Decision:** December 12, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by the SHHA on behalf of the NTHC as the Applicant/Landlord against MB as the Respondent/Tenant was filed by the Rental Office October 30, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Sachs Harbour, Northwest Territories. The filed application was served on the Respondent by email on December 3, 2019.

The Applicant claimed the Respondent had rental arrears and an order was sought for payment of the arrears.

A hearing was scheduled for December 12, 2019, by three-way teleconference. Both parties were provided notice of the hearing. Janice Laycock, Rental Officer, and BL, representative for the Applicant, appeared by telephone. No one appeared for the Respondent. As the Respondent received notice by email on December 3, 2019, under section 80(2) of the *Residential Tenancies Act* (the Act) the hearing proceeded in their absence.

#### *Tenancy agreement*

Evidence was presented establishing a tenancy agreement for market housing beginning on September 10, 2018, and continuing month to month. According to the evidence, the Respondent emailed BL as the representative for the Landlord on July 9, 2019, to provide notice that they had moved out June 20, 2019. Also, on December 4, 2019, in response to the notice of hearing the Respondent emailed "I gave written notice to Brian in June . That I was leaving the premises. The lease was month to month agreement. Therefore, I am not in arrears whatsoever."

Under paragraph 52(1)(b) of the Act, "where a tenancy agreement does not specify a date for the termination of the tenancy agreement, the tenant may terminate the tenancy on the last day of a period the tenancy by giving the landlord a notice of termination, ... in the case of a monthly tenancy, not later than 30 days before that day."

The Respondent's tenancy was month to month and the typical period of tenancy began on the 1<sup>st</sup> of the month. Proper notice under the Act should have been provided in May 2019 for termination in June 2019. I find that the tenancy was not terminated in accordance with the Act.

Mr. Larman testified that he had communicated with the Respondent in June, but only to confirm the Respondent was responsible to pay rent over the summer or to provide notice of termination. Mr. Larman also testified that he had informed the Respondent he would be on holidays in July and not back in the office again until August 15, 2019. When the email came to Mr. Larman on July 9, 2019, the Respondent would have received an out-of-office message saying they were out of the office until August 15, 2019, were not checking email, and to contact the office.

Under subsection 1(3) of the Act, a tenant has abandoned the rental premises where the tenancy has not been terminated in accordance with the Act and "(a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent." Further, in subsection 18(2), "a tenant abandons rental premises on the day the landlord ascertains that the tenant has abandoned the rental premises." At the hearing the Applicant testified that they were not aware that the Respondent had vacated the rental premises until August 15, 2019, when they returned to the office and received the email from the Respondent. At that point they were able to arrange to inspect the unit and proceed to rent it for September 2019.

I am satisfied that a valid tenancy agreement was in place in accordance with the Act and that the rental premises were abandoned by the Respondent on August 15, 2019.

#### *Rental Arrears*

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to the statement, as of August 1, 2019, the Respondent's rent was \$1,410 per month and the total arrears for June, July, and August were \$4,220.

At the hearing the Applicant testified that they intended to apply the Respondent's security deposit against the arrears. As the security deposit (not including any interest) was \$1,410, this would leave \$2,810 in arrears owing.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rental account. I find that rental arrears currently owing are \$2,810.

*Orders*

An order will be issued requiring the Respondent to pay rental arrears in the amount of \$2,810 (p. 41(4)(a)).

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Janice Laycock  
Rental Officer