

IN THE MATTER between **GF and DS**, Applicants, and **DS**, 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:

GF and DS

Applicants/Tenants

-and-

DS

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 13, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	GF, Applicant DS, Respondent EL, appearing for the Applicant MG, appearing for the Respondent
<u>Date of Decision:</u>	January 13, 2020

REASONS FOR DECISION

The tenancy agreement was verbal and the premises consisted of an apartment in a house. There were three joint Tenants and the monthly rent was \$2,300. The Landlord did not collect a security deposit.

The application was filed on October 24, 2019, alleging that the Respondent had breached the *Residential Tenancies Act* (the Act) by yelling at the Applicants, insinuating that the entire neighbourhood knew that were not paying the rent, threatening to let out their pets on the street, and threatening to throw all their belongings on the curb.

The Applicant provided her written notes regarding this alleged incident on October 19, 2019, as well as several notices served on the Applicants by the Landlord. The Applicant sought an order requiring the Respondent to cease the alleged behaviour.

On November 29, 2019, the Applicants vacated the premises, ending the tenancy agreement.

The remedies provided pursuant to the Act are intended to be remedial in nature. Section 34 of the Act prohibits a Landlord from disturbing a Tenant's possession or enjoyment of the rental premises and sets out remedies that may be applied when the obligation is breached.

- 34. (1) No landlord shall disturb a tenant's possession or enjoyment of the rental premises or residential complex.*
- (2) Where, on the application of a tenant, a rental officer determines that the landlord has breached the obligation imposed by subsection (1), the rental officer may make an order*
- (a) requiring the landlord to comply with the landlord's obligation;*
 - (b) requiring the landlord to not breach the landlord's obligation again;*
 - (c) requiring the landlord to compensate the tenant for loss suffered as a direct result of the breach; or*
 - (d) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.*

I did not hear testimony or consider evidence from the Respondent in this matter and I make no finding on the Tenants' allegations. The Applicants seek only injunctive relief and are not alleging any damages. Since they have chosen to end the tenancy, any order pursuant to sections 32(4)(a) or 34(2)(b) would, therefore, be of no direct benefit to them. There can be no remedial effect of any order, there are no alleged damages, and the tenancy agreement has been terminated. Accordingly the application is denied.

Hal Logsdon
Rental Officer