

IN THE MATTER between **EB**, Applicant, and **JAQ and KR**, Respondents.

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:

EB

Applicant/Landlord

-and-

JAQ and KR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 3, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: EB, representing the Applicant

Date of Decision: June 3, 2020

REASONS FOR DECISION

An application to a rental officer made by EB as the Applicant/Landlord against JAQ and KR as the Respondents/Tenants was filed by the Rental Office on February 3, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the Respondents by email deemed served on February 16, 2020.

The Applicant claimed that the Respondents had rental arrears. An order was sought for payment of rental arrears totalling \$3,250.

A hearing scheduled for March 18, 2020, by teleconference was cancelled because the presiding Rental Officer was unable to attend. The hearing was rescheduled and held June 3, 2020, by three-way teleconference. Appearing at the hearing were Janice Laycock, Rental Officer, and EB, representing the Applicant. No one appeared for the Respondents. As the Respondents failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant provided evidence establishing a residential tenancy agreement between the parties beginning on June 1, 2019. The rent was established at \$1,850 per month, due on the first of every month. According to the evidence provided by the Applicant, the Respondents notified him that they had moved out of the rental premises on January 22, 2020.

I am satisfied that a valid tenancy agreement was in place in accordance with the Act and that this tenancy was terminated on January 22, 2020, when the Applicant became aware that the Respondents had abandoned the rental premises.

Rental arrears

The rent statements entered into evidence represent the Landlord's accounting of payments on the Respondents' rental account. According to the rent statement the Respondents owed \$4,200 at the end of the tenancy. However, this calculation includes rent payments totalling \$900 that were made in May, prior to the start of their tenancy (under the written tenancy agreement) on June 1, 2020.

The Applicant testified that because the unit was empty he told the tenants they could move in early and had charged them \$900, but did not amend the written tenancy agreement. During the hearing the Applicant was not able to testify exactly when they moved in, the Respondents were not present at the hearing to testify to their understanding of the agreement or what they had intended the payments for and in the absence of a revised agreement, I felt that I had no choice but to apply the rent payments made in May to the tenancy period set out in the tenancy agreement beginning on June 1, 2019.

However, after the hearing I considered my decision further. From the Applicant's testimony at the hearing, the Applicant and the Respondents had an oral agreement concerning the tenancy in May and this is reflected in the rent payments that the Respondents made totalling \$900. Although this is outside the signed tenancy agreement for the period starting in June it is still a valid tenancy agreement under the subsection 9(1) of the Act, which says "A tenancy agreement may be oral, written or implied." Based on this understanding of the Act and the facts before me, I find that the arrears at the end of the tenancy were \$4,200.

According to the testimony of the Applicant the Respondents paid a security deposit at the beginning of their tenancy of \$950. When interest calculated according to the Act and Regulations is added, the final security deposit amounts to \$950.51. Once this security deposit is applied against the rent owing, the remaining balance of arrears amounts to \$3,249.49.

I am satisfied that the rent statements, with noted revisions, accurately reflect the status of the Respondents' rental account and after deducting the security deposit the Respondents currently have rental arrears owing of \$3,249.49.

Orders

An order will be issued requiring the Respondents to pay rental arrears in the amount of \$3,249.49 (p. 41(4)(a)).

Janice Laycock
Rental Officer