

IN THE MATTER between **EG**, Applicant, and **VB**, 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:

EG

Applicant/Landlord

-and-

VB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 8, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: EG, the Applicant

Date of Decision: September 8, 2021

REASONS FOR DECISION

An application to a rental officer made by EG as the Applicant/Landlord against VB as the Respondent/Tenant was filed by the Rental Office April 16, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by registered mail on July 14, 2021.

The Applicant claimed the Respondent had accumulated rental arrears and sought an order for payment of the rental arrears, termination of the tenancy, and eviction.

A hearing scheduled for May 26, 2021, was cancelled because proof of service of the application on the Respondent was not provided at least five business days before the scheduled hearing date. Proof of service was provided to the Rental Office by the Applicant on July 13, 2021. The hearing was rescheduled and held September 8, 2021, by three-way teleconference. The Applicant, EG, appeared at the hearing. The Respondent, VB, did not appear, nor did anyone appear on their behalf. As the Respondent had received notice of the rescheduled hearing by email deemed served on August 12, 2021, the hearing proceeded in their absence as provided for under section 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

At the hearing the Applicant expressed their desire to proceed with a further claim for expenses to repair damages caused by the tenant when they vacated the rental premises. As this was not part of the original application and no evidence had been provided to support a claim for damages, I suggested that the hearing be adjourned so that the application could be amended and evidence of the damages provided to the Rental Office and to the Respondent. The Applicant declined, expressing their desire to proceed at this time with the claim for rental arrears only.

On July 13, 2021, the Rental Office received a package of information from the Respondent, but did not receive proof that the information had also been served on the Applicant. When asked at the hearing, the Applicant said they had not received a copy. This information was not considered as evidence at the hearing.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the Applicant and the Respondent commencing on May 10, 2020, and continuing month to month. The rent was \$1,600 per month. The Respondent notified the Applicant on March 31, 2021, of their desire to terminate the tenancy on April 15, 2021. I am satisfied that a valid tenancy agreement was in place in accordance with the Act and that the tenancy was terminated on April 15, 2021, when the Respondent vacated the rental premises.

Rental arrears

The handwritten statement provided as evidence by the Applicant shows no rent paid in March. At the hearing the Applicant testified that in addition to not receiving rent in March they also had not received any rent for April.

According to the Applicant's evidence and testimony, the Respondent notified them by text message on March 31, 2021, of their intention to vacate the rental premises on April 15, 2021. The Respondent started to move out in early April. The Applicant testified they did gain possession of the rental premises in the middle of April but the unit was not cleaned and there were damages that needed repair. As a result, the Applicant was not able to rent the unit again until August 2021. However, the Applicant confirmed that some of the work required was to address damages caused by a tenant prior to the Respondent and they had difficulty finding someone to do the repairs. They also confirmed they were only seeking payment of the rent for March and April.

Under the Act a tenancy can be terminated by agreement in writing of both parties or by notice by the tenant. Under paragraph 52(1) 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 of the tenancy by giving the landlord notice of termination, (b) in the case of a monthly tenancy, not later than 30 days before that date." According to subsection 55(1) of the Act, the notice of termination must be in writing, signed by the tenant, identify the rental premises, and provide the date on which the tenancy is to terminate.

The parties to this tenancy agreement did not agree in writing to the termination and the Respondent did not provide notice as required. As a result both the period of notice and the form of notice did not conform with the Act and I agree with the Applicant that the Respondent is responsible for full rent of \$1,600 for April. I find the Respondent had rental arrears totalling \$3,200 at the end of their tenancy.

Security deposit

According to the testimony and evidence provided by the Applicant, the Respondent paid \$1,200 as a security deposit in May 2020. The Applicant had reduced the deposit required from \$1,600 to \$1,200 in recognition of some cleaning the Respondent did when they moved into the rental premises. When asked at the hearing, the Applicant acknowledged they had not provided the Respondent with a notice of their intention to retain the security deposit for rental arrears as required under subsection 18(7) of the Act. They said they were not aware of this requirement.

Under section 16 of the Act the Landlord is required to calculate interest at a rate in accordance with the *Residential Tenancies Regulations* up to the date the tenant vacates the rental premises. I have calculated the interest to be \$0.57 for the period from May 10, 2020, to April 15, 2021. When the security deposit and interest of \$1,200.57 is deducted from the total rent owing of \$3,200, the outstanding balance of rental arrears amount to \$1,999.43.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$1,999.43 (p. 41(4)(a)).

Janice Laycock
Rental Officer