

IN THE MATTER between **RLM**, Applicant, and **MYE**, 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:

RLM

Applicant/Landlord

-and-

MYE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 19, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RLM, the Applicant JS, representing the Applicant MYE, the Respondent
<u>Date of Decision:</u>	January 19, 2022

REASONS FOR DECISION

An application to a rental officer made by LRM as the Applicant/Landlord against YE as the Respondent/Tenant was filed by the Rental Office on December 20, 2021. 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 on December 23, 2021.

The Applicant claimed the Respondent was causing damages to the rental premises, had pets that were not allowed and were causing a disturbance, and had accumulated rental arrears. An order was sought for payment of costs to repair the damages, payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held on January 19, 2022, by three-way teleconference. RLM appeared as the Applicant with her mother JS appearing as her representative. MYE appeared as the Respondent.

Preliminary matters

The application to a rental officer identified the Applicant as LRM. At the hearing, the Applicant clarified that although they are commonly referred to as Lindsay, the correct sequence of their names is RLM.

The application to a rental officer and the written tenancy agreement identified the Respondent as YE. At the hearing, the Respondent clarified that their full legal name is MYE.

The application to a rental officer was amended to reflect the Applicant's and Respondent's correct names accordingly, and the style of cause will now be RLM v. MYE.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for the period from October 31, 2019, to October 31, 2020. Under subsection 49(1) of the *Residential Tenancies Act* (the Act), the tenancy agreement continued as a monthly tenancy. The Applicant testified the parties had agreed to terminate the tenancy agreement on January 31, 2022, and the Respondent confirmed this.

At the hearing I pointed out that the form of tenancy agreement used by the Applicant, entitled “Rent-to-own Agreement”, had many provisions that are either not applicable or may be inconsistent with the Northwest Territories legislation. I suggested that the Applicant refer to the Act and the form of agreement included in the *Residential Tenancies Regulations* (the Regulations).

The provisions of the tenancy agreement which are inconsistent with the Act are not in dispute. It is clear in the tenancy agreement when the tenancy commenced and how much the rent is, and the parties agreed to a termination date. For the purposes of the issues raised in this application, I am satisfied that a valid tenancy agreement is in place in accordance with the Act and that the tenancy will terminate on January 31, 2022, by agreement between the parties.

Rental arrears

The Applicant did not provide a statement, but testified that the rent, which had been \$1,800 per month, was increased to \$2,100 on November 1, 2021. The Respondent had not paid any rent for December 2021 or January 2022, and currently owed \$4,200.

At the hearing the Respondent confirmed they had received notice of the rent increase in November 2021, had not paid rent for December 2021 or January 2022, and currently owed the Applicant \$4,200.

I am satisfied based on the testimony of the parties the Respondent currently has rental arrears totalling \$4,200.

Damages

The Applicant also made claims about damages to the rental premises in the filed application. On January 10, 2022, they provided the Rental Office with updated information on damages based on a preliminary walk-through of the rental premises with the Respondent. This information was also provided to the Respondent by email on January 11, 2022.

At the hearing the Respondent agreed to repair damages and clean before they vacate the rental premises. It was agreed to adjourn the hearing for this part of the application until after the tenancy ends and an exit inspection is carried out.

It was evident at the hearing that the relationship between the Landlord and Tenant had deteriorated. I advised the parties that it was in both their interests to seek solutions and try to come to an agreement on the remaining issues related to repairs of damages and cleaning.

Orders

An order will issue requiring the Respondent to pay rental arrears totalling \$4,200 (p. 41(4)(a)).

Janice Laycock
Rental Officer