

IN THE MATTER between **NF**, Applicant, and **MC**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NF

Applicant/Landlord

-and-

MC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 14, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, representing the Applicant

Date of Decision: September 20, 2022

REASONS FOR DECISION

An application to a rental officer made by NF as the Applicant/Landlord against MC as the Respondent/Tenant was filed by the Rental Office June 24, 2022. 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 email, deemed served September 5, 2022.

The Applicant alleged the Respondent had failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears owing, as well as termination of the tenancy agreement, and eviction.

A hearing was held on September 14, 2022 in person. RP appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice, under subsection 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in their absence.

At the hearing, the Applicant testified that they hadn't heard from the Tenant for a while, had not received any rent for the last six months, and were not sure they were still living in the rental unit. I reserved my decision to give the Applicant an opportunity to check to see if the rental unit had been abandoned. Later in the day, after the hearing concluded, the Applicant confirmed that the unit had been emptied out and was abandoned.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement between NCHYPLP (now known as NF) and MC commencing on November 1, 2021 and continuing month to month. The rent was \$2,110 per month.

Subsection 1(3) of the Act says that a tenant has abandoned the rental premises when 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.

I am satisfied a valid tenancy agreement was in place in accordance with the Act, and this tenancy agreement was terminated on September 14, 2022 when Applicant became aware the Respondent had abandoned the rental premises.

Rental arrears

An updated statement, dated September 13, 2022, was provided to the Rental Office and the Respondent prior to the hearing. The statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. At the time the Respondent abandoned the rental premises, their balance owing was \$13,970. This balance includes \$1,055 owing on their pet security deposit. Once this amount is deducted, the total owing for rental arrears is \$12,915.

Orders

An order will issue for payment of rental arrears owing totalling \$12,915 (p. 41(4)(a)).

Janice Laycock
Rental Officer