

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

BETWEEN:

J.H.

Applicant/Landlord

-and-

L.H.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: June 13, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: J.H., Applicant

L.H., Respondent

E.S., Witness for the Respondent

Date of Decision: June 13, 2023

REASONS FOR DECISION

The application was filed naming E.S. as a Landlord. The tenancy agreement in this matter is between L.H. (landlord) and J.H. (tenant). E.S. is not a party to the tenancy and is only a witness in this proceeding.

The tenancy agreement between the parties was verbal and appears to have commenced on or about November 15, 2022. A written tenancy agreement was provided in evidence but was not signed by either party. The premises consist of a room in a mobile home. The Applicant shares common facilities with another tenant.

It is clear from the correspondence between the parties that their relationship was not a happy one. On January 31, 2023, the Respondent sent a notice alleging that the Applicant had disturbed the landlord and the other tenants' quiet enjoyment of the premises and must move out no later than March 1, 2023. The Respondent did not file an application. The tenancy agreement ended on March 1, 2023 when the Applicant moved out.

There is no evidence that the Respondent interfered with the Applicant's possession or took any action to remove the Applicant or her possessions from the premises. It appears that the Applicant vacated voluntarily without incident.

The Application seeks unspecified compensation for the following alleged breaches of the *Residential Tenancies Act*.

Withholding a Vital Service	The Applicant alleges that the Respondent blocked access to the WiFi in the rental premises. WiFi is <u>not</u> a vital service and there is no evidence that the provision of WiFi is an obligation of the landlord. I find no breach of the tenancy agreement or Act.
-----------------------------	---

Disturbance by Landlord	I find no evidence of significant disturbance. The landlord has the right to enter the common areas of the residential complex from time to time. I find no evidence that the Respondent entered the Applicant's room without her permission or caused unreasonable noise or disruption.
-------------------------	--

Front Door Problems	The Applicant alleged that the front door did not close or lock properly. A picture of the door was provided in evidence which shows a door in poor condition. There is no evidence that the Applicant expended any time or money for repair which would warrant compensation.
---------------------	--

Improper Termination I find the January 31, 2023 notice to be of no legal effect as it was not followed by an application. The Applicant was not obligated to move out and the Respondent took no action to enforce the notice. I find no evidence that the issuance of the notice caused the Applicant any financial loss.

I particularly note that the application was filed on March 3, 2023 after the Applicant ended the tenancy agreement by moving out.

The *Residential Tenancies Act* is intended to be remedial rather than punitive. The remedies are intended to restore the aggrieved party to the state before the breach occurred. Many of the remedies available to a landlord or tenant are only effective when the tenancy is still in place. For example, a rental officer may order a repair or order that a breach not occur again. Such an order provides no relief after the tenancy is ended.

In this matter I find no grounds to consider any order. There is insufficient evidence to support the allegations. The application is denied. There will be no order issued.

Hal Logsdon
Rental Officer