

IN THE MATTER between **TB**, Applicant, and **KA**, 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:

TB

Applicant/Landlord

-and-

KA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 2, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS and PS, representing the Applicant

Date of Decision: August 2, 2023

REASONS FOR DECISION

An application to a rental officer made by TB as the Applicant/Landlord against KA as the Respondent/Tenant was filed by the Rental Office May 12, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent, by email on June 1, 2023.

The Applicant claimed the Respondent had failed to pay rent when due and had accumulated arrears, had abandoned the tenancy and were responsible for compensation for lost rent, as well as costs associated with damages and cleaning. An order was sought for payment of rental arrears, payment of compensation for lost rent, and payment of expenses related to repair of damages and cleaning.

A hearing was scheduled for June 14, 2023, but was rescheduled at the request of the Applicant in order for them to complete repairs and obtain final costs. A hearing was held on August 2, 2023, by teleconference. AS and PS from TPM appeared at the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received sufficient notice, the hearing proceeded in their absence, as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing, I made decisions on the rental arrears and compensation for lost rent, but adjourned the hearing concerning the Applicant's claim for expenses related to tenant damages and cleaning pending further information.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for the term July 1, 2019 to June 30, 2020 and then continuing month to month. The rent was \$2,550 per month. The Applicant testified they became aware on May 3, 2023, by phone with the Respondent, that they were no longer living in the rental premises and did not wish to return.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated on May 3, 2023.

Rental arrears

The Applicant provided, as evidence, statements and invoices detailing the monthly rents and payments made against the Respondent's rental account during their tenancy. According to their evidence and testimony, the Respondent owed \$534.78 at the end of their tenancy.

Invoice	Month	Charge	Payment	Balance	Payment date
152462	February	\$2,550	\$2,550	\$0	February 3, 2023
152586	March	\$2,550	\$2,262	\$288	March 6, 2023
152733	April	\$2,550	\$2,550	\$288	May 2023
152827	May 1-3	\$246.78	\$0	\$534.78	

The Applicant had also assessed late payment penalties \$6 for February, and \$9 for March. I find these penalties consistent with the Act and *Residential Tenancies Regulations*. However, they also assessed penalties of \$65 for April and for May. Under section 3 of the regulations, a penalty must not exceed \$5 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65. Based on that direction, I believe the penalty for April should be \$34, and the penalty for May should be \$7, bringing the total amount of the penalties that can be assessed to \$56, and the arrears that can be ordered to \$590.78.

Compensation for lost rent

The Applicants testified the Respondent abandoned their tenancy on May 3, 2023 and the unit was not rented again until June 2, 2023. Under subsection 62 (1) of the Act, where a tenant abandons a rental premises, the tenant is liable for compensation for loss of future rent that would have been payable under the tenancy agreement. When the rent charged for May 1st to 3rd is deducted from the total rent for May (\$2,550), I find the remaining amount of \$2,303.22, can be ordered under subsection 62(2) as compensation for lost rent.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$590.78 (p. 41(4)(a)); and
- requiring the Respondent to pay compensation for lost rent in the amount of \$2,303.22 (ss. 62(2)).

Janice Laycock
Rental Officer