

IN THE MATTER between **506**, Applicant, and **SJ**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

506

Applicant/Landlord

-and-

SJ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 20, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CL, representing the Applicant

Date of Decision: August 29, 2024

REASONS FOR DECISION

An application to a rental officer made by DPM on behalf of 506 as the Applicant/Landlord against SJ as the Respondent/Tenant was filed by the Rental Office June 11, 2024. 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 and deemed served on July 25, 2024.

The Applicant claimed the Respondent failed to pay rent, resulting in the accumulation of rental arrears. The Respondent has not worked with the Applicant's representative to address the issue. An order was sought for payment of rental arrears.

A hearing was scheduled for August 20, 2024, by three-way teleconference. CL appeared on representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. At the hearing, I adjourned *Sine Die* in order for the Applicant to provide further proof of their claim.

Tenancy Agreement

The Applicant entered into evidence a fixed term tenancy agreement between the Respondent and a previous Landlord (YDL) starting May 1, 2019 to October 31, 2019. The rental complex was subsequently sold by YDL to RLD, who subsequently sold the property to the current landlord (506) on October 1, 2022. During the hearing, the Rental Officer questioned the Applicant if on change of the two landlords, were there any new tenancy agreements done. The Applicant's representative testified no other tenancy agreements were in place. The Respondent was on a month-to-month tenancy based on the YDL tenancy agreement.

I am satisfied a valid month-to-month tenancy agreement is in place in accordance with the *Act*.

Arrears

The Applicant entered into evidence a "Tenant Statement" representing the Landlord's account of the monthly assessed rents and payments received against the Respondent from November 1, 2022 to June 31, 2024. The Tenant Statement indicates the rent charged from November 1, 2022 to July 31, 2023 was \$2,475.00 per month. From August 1, 2023, to July 31, 2024 the rent had increased to \$2,950.00 and the total accumulated arrears to be \$21,279.29. During the tenancy, the Respondents missed paying 19 months and under paid 4 months of the calculated rent. During the tenancy, two large lump sum payments were made on behalf of the Respondent totalling \$30,958.96.

The Tenant Statement also included a past due water bill charge of \$2,658.98. The water bill is not considered rental arrears and is deducted from the rental arrears balance.

When questioned on when the Respondent vacated the rental premises, the Applicant's representative testified, they had vacated in June 2024. The Rental Officer also requested information on if a termination notice was given to the Tenant. The Applicant provided proof of the termination notice being sent to the Respondent on March 3, 2024 for a termination date of April 30, 2024.

In further review of the "Tenant Statement", the Rental Officer questioned as to whether a security deposit was being held by the Applicant as the statement showed a \$0.00 balance being held. The Applicant's representative testified there was a security deposit from the previous Landlord and transferred. The Applicant's representative testified as of August 2024, they were holding the \$2,200.00 deposit plus interest. Upon request, the Applicant provided a notice as of August 21, 2024, they were holding \$2,202.26 in trust.

Entered into evidence was a spreadsheet containing dates, invoices, and notices sent to the Respondent, none of which were included in the information package. The documents were requested and provided by the Applicant. In review of the documents, it was noted there were a number of conflicting invoices to the tenant statement, the invoice sent was less than that charged on the statement. When questioned about this, the Rental Officer was informed adjustment invoices were done.

As the tenancy was ended and the Respondent vacated the rental premises before July 1, 2024, the rent charged for July 2024 is **denied**; deducting the water charge of \$2,658.98 and security deposit amount of \$2,202.26, I find the Respondent has arrears in the amount of **\$13,468.05**.

Utilities

Section 45(1) of the *Act* specifies a tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances. Section 4 of the tenancy agreement specifies the tenant is responsible for the cost of water and electricity.

While not specifically requested in the hearing, the "Tenant Statement" contained a past due water charge in the amount of \$2,658.98. As part of the application, entered into evidence was an October 30, 2023 utility charge letter from the city of Yellowknife to advise an outstanding utility charges have been put against the Applicant's tax roll.

I am satisfied that the evidence presented and the testimony of both parties reflects the outstanding amount for water arrears. I find the Respondent failed to comply with their obligation to pay the utility charges and accumulated arrears in the amount of \$2,658.98.

Determinations

Based on the evidence provided and the testimony of the Applicant's representative, I am satisfied the Respondent is responsible for the rental arrears, and utility charges incurred by the Applicant.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$13,468.05 (p. 41(4)(a)); and
- requiring the Respondent to pay outstanding utilities costs in the amount of \$2,658.98 (p. 45(4)(c)).

Jerry Vanhantsaeme
Rental Officer