

IN THE MATTER between **RU**, Applicant, and **DL**, 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:

RU

Applicant/Tenant

-and-

DL

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 2, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RU, Applicant
DL, Respondent

Date of Decision: April 2, 2025

REASONS FOR DECISION

An application to a rental officer made by RU as the Applicant/Tenant against DL as the Respondent/Landlord was filed by the Rental Office March 4, 2025. 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 March 14, 2025.

The Applicant claimed they had overpaid their rent and the Respondent was refusing to return it to them. An order was sought for the Respondent to return this overpayment in rent.

A hearing was held on April 2, 2025, by three-way teleconference. The Applicant, RU, appeared at the hearing as did the Respondent, DL. At the beginning of the hearing, I clarified the spelling of the Respondent's first name is D, not D. The style of cause was amended accordingly.

Previous orders

Previous Rental Officer Order file #18417, between DL and RU, issued November 1, 2024, required the Respondent to pay rental arrears in the amount of \$3,376.20, to pay their rent on time in the future, and terminated the tenancy agreement unless \$1,125.40 and the monthly rents were paid on time for each of November, December 2024 and January 2025. If the tenancy was terminated by this order, then the Respondent would be evicted from the rental premises.

The parties agreed at the hearing that the conditions of this order had been met and the tenancy was not terminated.

Tenancy agreement

The Applicant did not provide a copy of their tenancy agreement with the application, however, the reasons from the previous order confirm there was a tenancy agreement for the period November 1, 2023 to November 1, 2024, signed by the Tenant. As this agreement was not terminated, this agreement continued month to month. At the hearing, the parties explained that the rental premises was sold in February 2025, and the new owner assumed the tenancy agreement with the Applicant, and the security deposit was transferred to them. The Respondent retained the overpayment of rent.

I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rent overpayment

The Applicant testified that during their tenancy with the Respondent, when they got into difficulties paying their rent they applied for funding from a few sources. They received assistance of \$5000 from the YWCA and later they also received assistance from Jordan's Principle. These payments cleared the arrears owing and resulted in an overpayment.

In their application, and at the hearing, the Applicant claimed the Respondent owed them \$5,375. They provided a copy of the Landlord's statement of rent charged and payments made up to January 1, 2025, as well as copies of the payments made on the Applicant's rent by Income Assistance. They calculated they had paid \$64,375 on rent totalling \$60,000, leaving an overpayment of \$4,375. At the hearing, they also claimed they had made a cash payment of \$1,000 in February 2024, that was not reflected in the Respondent's statements, bringing the total owing to \$5,375.

The Respondent claimed that at the end of the Applicant's tenancy with them, they were holding an overpayment of \$3,750 as well as \$1,500 for the security deposit and provided as evidence:

- an updated statement of rent charged and paid to February 7, 2025, including a statement of the security deposit paid totalling \$1,500;
- a statement from Income Assistance for payments made to the Landlord on behalf of the Applicant for rent and power during the Applicant's tenancy, November 2023 to February 2025;
- an email dated March 10, 2025, from Jordan's Principle, Indigenous Services Canada, on how to return to their program any overpayment.

At this hearing, I explained at the previous hearing in October 2024, the Rental Officer had determined the amount owing for rent at the end of October, was \$3,376.20. According to the reasons for this hearing, the arrears were \$8,376.20, but after applying a recent payment of \$5,000 to the Landlord from the YWCA, the arrears were reduced to \$3,376.20. At that hearing, the parties also discussed expected funding of \$9001.20, from Jordan's Principle, but as that amount had not yet been received, it was not included in the calculations.

The following is my calculation based on the previous Rental Officer's findings in Rental Officer Order file #18417 and charges and payments made since then according to the documents provided as evidence by the parties. I find the Applicant has an overpayment on their rent account of \$3,750. I note that the earlier Landlord's statement provided by the Applicant did not include rent paid of \$2,500 for February 2025, nor did it include a payment made in late December 2024, for January's rent.

Month	Charge	Payment	Balance	Comments
October 30			-\$3,376.20	Balance owing as determined by Rental Officer file # 18417
Nov 2024	\$3,750	\$8,376.20	\$1,250	\$9,001.20 - Jordan's Principle payment to Landlord - \$625 applied to amount owing on security deposit bring security deposit to \$1,500, remainder applied on rent.
Dec 2024	\$3,750	\$11,250	\$8,750	Payments were made by Income Assistance to the Landlord for November 2024, December 2024 and January 2025 rent.
Jan 2025	\$3,750		\$5,000	
Feb 2025	\$3,750	\$2,500	\$3,750	Payment for February of \$2,500 from Income Assistance.
TOTAL OVERPAYMENT			\$3,750	

The Respondent testified at the hearing that they had retained the overpayment pending a decision on this application. As the payments were made by Jordan's Principle directly to them, they were concerned that if they refunded the overpayment to the Applicant without an order, they may also have to return the overpayment to the federal program.

I explained to the Respondent that tenants often receive funding to pay their rent and we consider it as if it was paid by the Tenant. In this case, I felt that the overpayment should be refunded to the Applicant, and they should deal with Jordan's Principle themselves, it is my opinion that the Applicant is responsible for complying with the conditions of the funding. I will order the overpayment returned to the Applicant in the amount of \$3,750.

I note that the Act doesn't specifically provide for an application from a Tenant for the return of overpayment of rent in this circumstance. However, under subsection 41(1) the Tenant is required to pay rent, and under section 83(1) after holding a hearing a rental officer may make an order that he or she considers justified in the circumstances, and under 83(2) the order may include terms and conditions that the rental officer considers appropriate to the circumstances.

Orders

An order will issue for the return of the overpayment of rent to the Applicant totalling \$3,750 (ss 41(1), ss 83(1) and ss 83(2)).

Janice Laycock
Rental Officer