

IN THE MATTER between **TG**, Applicant, and **CY**, 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 **community of Behchoko in the Northwest
Territories**;

BETWEEN:

TG

Applicant/Landlord

-and-

CY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 28, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant

Date of Decision: May 28, 2025

REASONS FOR DECISION

An application to a rental officer made by TPML on behalf of TG as the Applicant/Landlord against CY as the Respondent/Tenant was filed by the Rental Office April 14, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was deemed served on the Respondent by email on April 18, 2025.

The Applicant claimed the Respondent had not vacated the rental premises provided as part of their employment at the end of their employment and had accrued rental arrears. They sought payment of rent owing, termination of the tenancy agreement and eviction.

A hearing was held on May 28, 2025, by three-way teleconference. JS appeared as the agent for the Landlord. The Respondent did not appear, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matter

The application was made against CY, this spelling is not consistent with the tenancy agreement. At the hearing, it was clarified that the Respondent's last name had been incorrectly spelled and it should be Y, which is consistent with the tenancy agreement. Also, the application was made by TPM as the agent for the Landlord, TG. The style of cause has been amended to reflect the proper spelling of the Respondent's last name and to reflect the name of the Applicant/Landlord as TG.

Tenancy agreement

According to the written tenancy agreement provided as evidence, the tenancy was provided as part of the Respondent's employment with the TG, and the Respondent was required to vacate the rental premises thirty days after the end of their employment. Their monthly rent was \$1,350, and their tenancy commenced on December 17, 2021. According to the Applicant, the Respondent's employment ended on January 31, 2025.

Under paragraph 56(1)(a) of the Act, the tenancy of a tenant who was provided a rental premises by their employer, terminates on the day their employment ends, in this case the tenancy terminated on January 31, 2025.

Under paragraph 56(1)(b) of the Act, the tenant shall vacate the rental premises within one week of their employment is lawfully terminated. In this case, the Applicant gave the Respondent thirty days, to March 2, 2025, to vacate the rental premises after their employment ended, and then at the request of the Respondent, extended that time to March 21, 2025.

When the Respondent did not vacate the rental premises as required, an application to the Rental Office was filed. At the hearing, the Applicant testified that the Respondent has still not vacated the rental premises.

It is my opinion that the Respondent's tenancy agreement was terminated on January 31, 2025, when their employment ended as provided for under paragraph 56(1)(a) of the Act. At the hearing, I agreed to issue an order as provided for under subsection 57(a) to clarify that the tenancy had been terminated under the Act and the Respondent was required to vacate the rental premises by March 21, 2025.

Rental arrears

The Applicant provided, as evidence, a statement representing the Landlord's accounting of monthly rent charged and payments made against the rent account, up to March 2025. According to this statement, at the end of their employment, when their tenancy was terminated, they had rental arrears owing totalling \$2,362.50. This does not include compensation for use and occupation after the tenancy was terminated (or overholding rent) owing for February, March, April, and May 2025.

I am satisfied the statement accurately reflects the rent owing at the end of the Respondent's tenancy and find they have rental arrears owing that can be ordered in the amount of \$2,362.50.

Termination and eviction

As previously stated, it is my opinion that the Respondent's tenancy was terminated under the Act on January 31, 2025. According to the Applicant, the Respondent has still not vacated the rental premises, despite receiving an additional period of time to do so. Based on the evidence and testimony, I find the Respondent has breached their obligation under the Act and their tenancy agreement to vacate the rental premises and an order evicting the Respondent is justified. I will order the Respondent evicted from the rental premises May 31, 2025.

Compensation for overholding

Under subsection 67(4) of the Act, where a rental officer determines that a landlord is entitled to compensation for the use and occupation of the rental premises after the tenancy has been terminated, the rental officer may order the former tenant to pay the compensation.

According to the testimony and evidence of the Applicant, the Respondent paid partial overholding rent of \$700 in February, and then paid no rent in March, April, and so far in May 2025, currently owing \$4,700. Under paragraph 56(1)(c) of the Act a landlord shall not charge or receive any rent or compensation for the one week period after their tenancy is terminated. Subtracting rent for one week at \$337.50, I find the amount owing as compensation for use and occupation of the rental premises after the tenancy was terminated is \$4,362.50.

February	\$650 (\$1,350 - \$700 paid)
March	\$1,350 (\$0 paid)
April	\$1,350 (\$0 paid)
May	<u>\$1,350</u> (\$0 paid)
Subtotal	\$4,700 - \$337.50 (one week rent) = \$4,362.50.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$2,362.50 (p. 41(4)(a));
- terminating the tenancy agreement on January 31, 2025, and requiring the Respondent to vacate the rental premises by March 21, 2025 (ss. 57(a));
- evicting the Respondent from the rental premises on May 31, 2025 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises after the tenancy was terminated in the amount of \$4,362.50 (ss 67(4)).

Janice Laycock
Rental Officer