

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **AMY FEENSTRA**, 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 the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

AMY FEENSTRA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **AMY FEENSTRA**, 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.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

AMY FEENSTRA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 3, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Amy Feenstra, respondent

Date of Decision: June 3, 2008

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2169.19. The applicant stated that they were not seeking the June, 2008 rent of \$1285, bringing the balance sought to \$884.19. The applicant stated that these arrears had accrued during a previous tenancy agreement for other premises with another tenant and had been transferred to the respondent due to an assignment. The amount transferred was actually \$1019.35.

An assignment is where the tenant does not intend to return to the rental premises and the tenant gives up all his or her interest in the rental premises to another person. Section 23 of the *Residential Tenancies Act* requires that a landlord consent to an assignment by signing a consent form and that an assignment be signed by the tenant (the assignor) and the new tenant (the assignee). The assignment transfers the rights and obligations of a specific tenancy agreement for specific rental premises from the assignor to the assignee.

Notwithstanding that fact that there is no evidence of any signed consent or signed assignment agreement, the arrears in question accrued during a tenancy agreement for Apartment 305, 5202 - 49th Street. There was no tenancy agreement between the applicant and respondent for the 49th Street premises. The respondent entered into a tenancy agreement for premises located at 4905 - 54th Avenue. The respondent is only obligated to pay the rent for 4905 - 54th Avenue and is not

responsible for the \$1019.35 that was transferred to her rent account from another tenancy agreement.

The application is dismissed.

Hal Logsdon
Rental Officer
