

IN THE MATTER between **JANELLE FROST**, Applicant, and **HARLEY MATTHEW**, 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 **INUVIK, NT.**

BETWEEN:

JANELLE FROST

Applicant/Tenant

- and -

HARLEY MATTHEW

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of August, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **JANELLE FROST**, Applicant, and **HARLEY MATTHEW**, 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:

JANELLE FROST

Applicant/Tenant

-and-

HARLEY MATTHEW

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 12, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Janelle Frost, applicant
Harley Matthew, respondent

Date of Decision: August 12, 2009

REASONS FOR DECISION

The tenancy agreement was verbal and commenced in February, 2009 and was terminated in early May, 2009. The applicant stated that she provided a security deposit of \$800 to the respondent and regularly paid rent to him. The applicant stated that she had asked the respondent to return the security deposit to her after the termination of the tenancy agreement but had been advised to collect it from the owner of the property. There is no evidence that a statement of the security deposit was provided. The applicant sought an order requiring the respondent to return the security deposit.

The respondent denied being the landlord, stating that he forwarded all the rent and security deposits to the owner. The respondent stated that he ceased to act for the owner in May, 2009 and moved out of the residential complex.

The applicant stated that she had approached the owner who now lives in the residential complex and was told she would have to deal with the respondent. She stated that she and other tenants were sent notices in April, 2009 advising them that the owner was now acting as landlord and all rent should be paid to him.

Section 1 of the *Residential Tenancies Act* sets out the definition of landlord and section 20(a) of the Act sets out the consequences of a change to the landlord

- 1.(1) In this Act, "landlord" includes the owner, or other person permitting occupancy of rental premises, and his or her heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying rental premises, who is entitled to possession of a residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.**
- 20. Where there is a change of landlord,**
- (a) the new landlord is liable to a tenant for any breach of the landlord's obligations under this Act or the tenancy agreement, where the breach relates to the period after the change of landlord, whether or not the breach began before the change of landlord;**
 - (b) the former landlord is liable to a tenant for any breach of the landlord's obligations under this Act or the tenancy agreement, where the breach relates to the period before the change of landlord;**
 - (c) the new landlord is entitled to enforce against a tenant any obligation of the tenant under this Act or the tenancy agreement, where the breach of obligation relates to the period after the change of landlord, whether or not the breach began before the change of landlord;**
 - (d) the former landlord is entitled to enforce against a tenant any obligation of the tenant under this Act or the tenancy agreement, where the breach of obligation relates to the period before the change of landlord; and**
 - (e) where the former landlord has started a proceeding under this Act before the change of landlord that may affect the rights or obligations of the new landlord, the new landlord is entitled to join in or continue the proceeding.**

Clearly, there was a change of landlord in April, 2009 and the breach of the landlord's obligation to return the security deposit or provide a statement in accordance with section 18 of the Act occurred after that change, in May, 2009. Therefore the new landlord, the owner, is liable to the tenant and the application should have been made naming him as the respondent. Consequently, this application must be dismissed. The applicant may file an application against the owner

provided it is filed within six months of the termination of the tenancy.

Hal Logsdon
Rental Officer