

IN THE MATTER between **CHARLES TRIMBLE AND DAVE VAN-OENE**,  
Applicants, and **ANDRE OUETTE**, 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:

**CHARLES TRIMBLE AND DAVE VAN-OENE**

Applicants/Tenants

- and -

**ANDRE OUETTE**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of  
November, 2009.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **CHARLES TRIMBLE AND DAVE VAN-OENE**,  
Applicants, and **ANDRE OUETTE**, 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:

**CHARLES TRIMBLE AND DAVE VAN-OENE**

Applicant/Tenants

-and-

**ANDRE OUETTE**

Respondent/Landlord

**REASONS FOR DECISION**

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|---------------------------------------|---|
| <b><u>Date of the Hearing:</u></b>    | <b>November 12, 2009</b>  |
| <b><u>Place of the Hearing:</u></b>   | <b>Inuvik, NT via teleconference</b>  |
| <b><u>Appearances at Hearing:</u></b> | <b>Charles Trimble, applicant<br/>Dave Van-Oene, applicant<br/>Andre Ouette, respondent</b> |
| <b><u>Date of Decision:</u></b>       | <b>November 12, 2009</b>  |

### **REASONS FOR DECISION**

The applicants alleged that following the termination of the tenancy agreement, the respondent failed to return the security deposit. The applicants sought an order requiring the respondent to return the security deposit and accrued interest.

The applicants stated that when the tenancy agreement commenced in March, 2009 the landlord was Harley Matthews who was also their employer. The applicants stated that they paid \$800 in cash to Mr. Matthews for 50% of the security deposit and paid the monthly rent to Mr. Matthews. The applicants stated that they had an arrangement with Mr. Matthews that the balance of the required \$1600 security deposit would be credited to them in exchange for undertaking some repairs to the premises. The applicants stated that Mr. Matthews told them on or about April 15, 2009 that the respondent was now the landlord but that they were to continue to pay their rent to him. The applicants continued to pay the monthly rent to Mr. Matthews for the duration of the tenancy agreement which ended in June, 2009. The applicants noted that they had never been notified by the respondent that he was now the landlord or directed to pay rent to the respondent.

The respondent stated that he had taken over the building on April 15, 2009 but that he permitted Mr. Matthews to continue to operate the applicants' premises until June because the tenants worked for Mr. Matthews.

Section 1(1) of the *Residential Tenancies Act* sets out the definition of 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.**

There is no evidence that the respondent exercised the right to permit occupancy of the rental premises or collect rent. Although somewhat unusual, the evidence indicates that Mr. Matthews continued to exercise the rights of a landlord during the entire term of the tenancy agreement. In my opinion, the respondent is not the landlord in this tenancy agreement and the application should have named Mr. Matthews as the landlord. Accordingly, the application must be dismissed.

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Hal Logsdon  
Rental Officer