

IN THE MATTER between **SAMBAA K'E DEVELOPMENT CORPORATION**,
Applicant, and **KRYSTAL COFFEY**, 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 **TROUT LAKE, NT.**

BETWEEN:

SAMBAA K'E DEVELOPMENT CORPORATION

Applicant/Landlord

- and -

KRYSTAL COFFEY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of seven thousand seventy dollars and ninety two cents (\$7070.92).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of June,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **SAMBAA K'E DEVELOPMENT CORPORATION**,
Applicant, and **KRYSTAL COFFEY**, Respondent.

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BETWEEN:

SAMBAA K'E DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

KRYSTAL COFFEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 27, 2010

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Richard Phaneuf, representing the applicant
Krystal Coffey, respondent

Date of Decision: June 3, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears. The tenancy agreement between the parties was terminated on March 5, 2010 when the respondent moved out of the premises.

The applicant provided a statement of the rent account in evidence which indicated a balance owing in the amount of \$9111.24. Included in this amount is the required security deposit of \$1100 which has not been paid. Since the tenancy agreement is over, the security deposit is irrelevant, bringing the indicated balance owing to \$8011.24. The tenancy agreement commenced in August, 2009 and the August rent was prorated. The full March, 2010 rent has been charged. There was no written tenancy agreement.

There were no payments made by the respondent during the term of the agreement. The respondent stated that she had made some payments but her cheques were returned by the applicant because they were the wrong amount.

The respondent acknowledged that she had been advised by the landlord two days before her arrival in the community that the rent for the premises would be \$1100/month. She stated that she was told by education officials that the rent would be lower than that. The applicant provided a set of minutes dated July 7, 2009 from the Development Corporation approving the rent of

\$1100 for the unit. I am satisfied that the verbal agreement between the parties set out the rent as \$1100. Advice from persons other than the landlord have no effect on the tenancy agreement or the rent.

The respondent also argued that her room mate was responsible for \$3300 of the rent. The applicant denied that the tenancy agreement was made with Ms Coffey and her room mate as joint tenants. Whether the tenancy agreement was made with Ms Coffey as sole tenant or with Ms. Coffey and her room mate as joint tenants does not affect the landlord's right to demand the full amount of the rent owing from Ms Coffey. If there was a joint tenancy, a fact I need not establish, the parties would be jointly and severally liable for the rent.

Ms Coffey argued that she should not be responsible for the full amount of the March, 2010 rent because she left on March 5, 2010 in response to a notice served on her by the applicant on March 5, 2010 demanding the rent arrears in full by 1 PM that day, otherwise the utilities would be discontinued.

The applicant is not entitled to rent to the end of March because the tenant did not occupy the premises for the entire month of March. The applicant is entitled to compensation for lost rent in March if they took reasonable steps to mitigate loss. There is no evidence that they did so. The rent due for March, 2010 should be \$159.68 calculated as follows:

$$(4.5 \text{ days} / 31) \times \$1100 = \$159.68$$

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be

\$7070.92 calculated as follows:

August, 2009 rent	\$311.24
Rent Sept/09 to Feb/10 (6 x \$1100)	6600.00
March, 2010 rent	159.68
Less payments	<u>0</u>
Amount due applicant	\$7070.92

An order shall issue requiring the respondent to pay the applicant rent arrears of \$7070.92.

Hal Logsdon
Rental Officer