

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **VITALINE LAFFERTY**, 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:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

- and -

**VITALINE LAFFERTY**

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 three hundred eight dollars and ten cents (\$308.10).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June,  
2010.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

-and-

**VITALINE LAFFERTY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 26, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Gail Leonardis, representing the applicant  
Arlene Hache, representing the respondent  
Vitaline Lafferty, respondent

**Date of Decision:** June 9, 2010

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated by the respondent's notice on February 28, 2010. The applicant retained the security deposit (\$350) and accrued interest (\$22.23) applying it against rent arrears and parking fees (\$687) resulting in a balance owing the applicant of \$314.77. The applicant sought an order requiring the respondent to pay that amount.

The respondent disputed the amount of rent owing. She stated that her granddaughter had moved out of the apartment on December 15, 2009 and that she had verbally notified the landlord that she was now the sole occupant of the premises. The respondent referred to Schedule "A" of the tenancy agreement which contains the following provision:

**Seniors:**

Seniors who occupy a unit alone or with another senior or disabled tenant shall receive a \$300 rebate on their rent.

Seniors are defined as persons who are a minimum of 65 years of age and have lived in the Northwest Territories for a minimum of 2 years prior to entering Northern United Place.

The applicant testified that they had not been notified that the granddaughter had vacated the premises.

Article 3 of the written tenancy agreement authorizes the respondent and Angel Lafferty as occupants of the apartment. Article 4 of the tenancy agreement sets out the tenant's obligation to report any changes in the size of the tenant's family.

4. **Tenants Income:** The tenant promises to provide the Landlord with an accurate

report of the Tenant's income and the income of all the residents of the premises, and shall notify the Landlord of any changes in any resident's income, the size of the Tenant's family, or number of residents of the premises.

It was the respondent's obligation to notify the landlord that her granddaughter had moved out.

The evidence does not clearly establish that she did so. I question why the respondent paid the full rent for January, 2010 without dispute if she did notify the landlord that her granddaughter had moved. In my opinion, the onus is on the respondent to provide sufficient evidence that she did give notice to the landlord and in the absence of such evidence I must conclude that the notice was not given.

There are two errors in the applicant's security deposit statement. The February, 2010 rent arrears are noted as \$650 when, in fact, the rent was \$630. The interest rate for 2010 is incorrect. Using the correct rate, the accrued interest should be \$8.90. Correcting those errors, I find the amount owing to the applicant to be \$308.10, calculated as follows:

Security deposit	\$350.00
Interest	8.90
February/10 rent arrears	(630.00)
February/10 parking	<u>(37.00)</u>
Amount owing applicant	\$308.10

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$308.10.

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Hal Logsdon  
Rental Officer