

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **PRISCILLA SMITH**, 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:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

- and -

**PRISCILLA SMITH**

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 ninety six dollars and seventy seven cents (\$96.77).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of July, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **PRISCILLA SMITH**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

-and-

**PRISCILLA SMITH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 14, 2010

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Greg Murphy, representing the applicant  
Priscilla Smith, respondent

**Date of Decision:** July 23, 2010

**REASONS FOR DECISION**

The applicant alleged that the premises were abandoned on May 11, 2010 and the full amount of rent had not been paid. The applicant sought an order requiring the respondent to pay the alleged rent arrears.

The parties entered into a written tenancy agreement commencing on April 1, 2010. The monthly rent for the premises was \$1400. Although the tenancy agreement required a security deposit of \$1400 there is no evidence that a deposit was paid. A \$1400 deposit for a former tenancy agreement between the applicant and Priscilla Smith and Tony Lucas was held by the landlord but should have been applied against rent arrears of that tenancy rather than being held and applied to this tenancy agreement (see *G.B.H. Holdings v. Tony Lucas and Priscilla Smith*, File #20-11515, filed on July 23, 2010).

The applicant alleged that the balance of rent owing was \$2800. The applicant provided a “Tenant Record Sheet” in evidence outlining payments made from January 12, 2009 to April 15, 2010. The parties agreed that the payments listed included all the payments of rent made to the applicant during that period and that no additional payments of rent had been made. Only one payment of \$1800 made on April 15, 2010 relates to this tenancy agreement. The remainder relate to payments made during previous tenancy agreements made between the applicant and Tony Lucas and Priscilla Smith as joint tenants.

The respondent disputed the allegations stating that she only owed the rent for April, 2010.

The applicant claims the premises were abandoned on May 11, 2010 but Ms Smith alleged that she was locked out. Ms. Smith has filed an application alleging that the applicant disturbed her lawful possession. Her application was not heard at this hearing as it had not yet been served on the landlord. Regardless of the outcome of Ms Smith's application, the respondent was not in possession of the premises after May 11, 2010 and rent should only be applied up to that date. It is unclear why the landlord sought an order terminating the agreement. If the premises were, in fact, abandoned, an issue which I will determine when Ms Smith's application is heard, the tenancy agreement has already been terminated.

I shall not consider compensation for lost rent for the remainder of May, 2010 as it appears that there have been no efforts to re-rent the premises. The applicant's representative stated that the premises have been used for storage. As well, there is still the outstanding issue of whether the premises were abandoned or whether the tenant was locked out.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$96.77 calculated as follows:

April, 2010 rent	\$1400.00
Rent, May 1-11	496.77
Pmt, May 15/10	<u>(1800.00)</u>
Balance owing	\$96.77

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$96.77.

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Hal Logsdon  
Rental Officer