

IN THE MATTER between **Joanne Kramer**, Applicant, and **Greenway Holding Ltd. (Properties)**, Respondent;

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

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the Town of Hay River**.

BETWEEN:

JOANNE KRAMER

Applicant/Tenant

- and -

GREENWAY HOLDING LTD. (PROPERTIES)

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 56(4) of the *Residential Tenancies Act*, the respondent/landlord must return to the applicant/tenant an overpayment of rent in the amount of \$125 (one hundred twenty-five dollars).

DATED at the City of Yellowknife in the Northwest Territories this 6th day of January 2014.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Joanne Kramer**, Applicant, and **Greenway Holding Ltd. (Properties)**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

JOANNE KRAMER

Applicant/Tenant

-and-

GREENWAY HOLDING LTD. (PROPERTIES)

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 6, 2013
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by Teleconference
<u>Appearances at Hearing:</u>	Joanne Kramer, representing herself Leslie Maillet, representing the Respondent
<u>Date of Decision:</u>	December 6, 2013

REASONS FOR DECISION

An application to a rental officer made by Joanne Kramer as the applicant/tenant against Greenway Holding Ltd. (Properties) as the respondent/landlord was filed by the Rental Office October 23, 2013. The application was made regarding a tenancy agreement for the rental premises known as 14 Gaetz Drive in Hay River, Northwest Territories. The applicant served a copy of the filed application package on the respondent by personal service November 7, 2013.

The tenant alleged the landlord had withheld rent for the tenant's final week of residence in a rental premises that was provided as a benefit of employment contrary to the *Residential Tenancies Act* (the Act). Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for December 6, 2013. The parties were served with notices of attendance. Ms. Joanne Kramer appeared at hearing representing herself; Ms. Leslie Maillet appeared representing the landlord.

Ms. Kramer testified that she had entered into a written tenancy agreement with the landlord for a room in the landlord's home at 14 Gaetz Drive in Hay River, Northwest Territories. The room was offered to the tenant as a benefit of employment and is not normally rented to anyone other than employees of the landlord. The tenancy agreement began July 15, 2013. The rent was set at \$500 per month and was authorized to be deducted in \$250 increments from the tenant's bi-weekly pay cheques.

Ms. Kramer gave notice terminating her employment with the landlord, with her final day of work on September 26, 2013, effectively terminating her tenancy on that day as per section 56(1) of the Act. Ms. Kramer provided the landlord with a money order in the amount of \$180.84 for the remaining rent owing to September 26, 2013. Ms. Kramer cited section 56(2) of the Act, which requires a tenant/employee to vacate the rental premises no later than one week after their employment, and section 56(3) of the Act, which states the landlord/employer shall not charge or receive rent for the one-week period after termination of employment. Ms. Kramer vacated the rental premises on October 3, 2013. The landlord deducted \$125 from Ms. Kramer's final pay as rent for the week of September 26 to October 3, 2013. Ms. Kramer requested the return of that rent as it was improperly deducted from her pay.

Ms. Maillet explained the landlord was unaware of the provisions of section 56 of the Act in relation to housing provided as a benefit of employment and did not dispute the return of the \$125 was justified in this instance.

Ms. Kramer is correct in her interpretation of section 56 of the Act. As there is no dispute with regard to either the tenancy agreement, termination of the tenancy, or overpayment of rent, I find the landlord has improperly received rent for the period of September 26 to October 3, 2013. An order will issue requiring the landlord to pay to the tenant the overpayment of rent in the amount of \$125.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease Agreement dated July 15, 2013

Exhibit 2: Photocopy of two pay stubs and one money order

Exhibit 3: Receipt issued by Greenway to Joanne Kramer for \$180.82 dated September 30