

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MILLENNIUM CONSTRUCTION**, 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, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **INUVIK, NT.**

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**MILLENNIUM CONSTRUCTION**

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 four thousand one hundred eighty nine dollars and fifty seven cents (\$4189.57).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of July,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**MILLENNIUM CONSTRUCTION**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**MILLENNIUM CONSTRUCTION**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 17, 2014

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

**Appearances at Hearing:** Aru Vashisht, representing the applicant  
Debbie Mulgrew, representing the respondent (via  
telephone)

**Date of Decision:** June 17, 2014

### **REASONS FOR DECISION**

The respondent's name was spelled incorrectly on the application. The style of cause of the order reflects the proper spelling of the name and is consistent with the tenancy agreement.

The premises were rented by the respondent to be occupied by their employee. The applicant acknowledged that they were verbally informed in February, 2014 that the premises were not occupied but there was no formal notice that the respondent wished to give up possession. In early March, the applicant demanded rent arrears and the respondent indicated that they no longer required the premises and wished to terminate the tenancy agreement. The applicant stated that an exit inspection was scheduled on two occasions but the respondent failed to appear. An exit inspection was conducted by the landlord alone on March 26, 2014.

The applicant retained the security deposit (\$1300) and accrued interest (\$0.43) applying it against general cleaning costs (\$200) and rent arrears (\$5290) leaving a balance owing of \$4189.57. The applicant sought monetary relief in that amount.

The respondent thought that the occupant had been evicted and the tenancy terminated. She acknowledged that although the landlord had been informed that the premises were not occupied, they were never formally notified that the respondent wished to end the tenancy agreement or had abandoned the premises.

In my opinion, it would not have been appropriate for the landlord to assume that the premises had been abandoned without notice from the respondent. The tenancy agreement was made for a term that did not end until July 31, 2014 and it would have been entirely reasonable for Millennium Construction to provide the accommodation to another employee. There was no application filed against Millennium Construction for termination and eviction and there could not have been any application against the occupant as they were not the tenant. In this unique case, the landlord could not have been expected to assume abandonment of the premises simply because the occupant was no longer living there.

The respondent did not dispute the cleaning charges and I find the amount to be reasonable and consistent with the inspection report.

I find the applicant's statement to be in order. After considering the retained security deposit and accrued interest and applying them first to the cleaning charges, I find rent arrears of \$4189.57 calculated as follows:

Security deposit	(\$1300.00)
Interest	(0.43)
Cleaning	200.00
Rent arrears	<u>5290.00</u>
Amount owing applicant	\$4189.57

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4189.57.

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Hal Logsdon  
Rental Officer