

IN THE MATTER between **DEBRA SAFTNER**, Applicant, and **TRACY THERRIEN**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

DEBRA SAFTNER

Applicant/Landlord

- and -

TRACY THERRIEN

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 one hundred fifty dollars (\$150.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of September, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **DEBRA SAFTNER**, Applicant, and **TRACY THERRIEN**, 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:

DEBRA SAFTNER

Applicant/Landlord

-and-

TRACY THERRIEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 6, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Debra Saftner, applicant
Tracy Therrien, respondent

Date of Decision: August 6, 2014

REASONS FOR DECISION

The parties entered into a tenancy agreement commencing October 15, 2013. Although somewhat unusual, the parties established the period of the tenancy agreement from the 15th of the month to the 15th of the month following. The respondent gave notice to terminate the tenancy on May 15, 2014 but vacated the premises on April 28, 2014. There was no security deposit required.

The rent for each period was \$1400 and, in addition, the respondent was to pay the landlord 1/3 of the electrical bill each month. After the respondent complained about the fairness of the electrical charges, the applicant dropped them and raised the rent to \$1500.

The applicant alleged that the respondent failed to pay the full amount of the rent for the last period of the tenancy agreement, paying only \$750 instead of the full \$1500. The applicant sought an order requiring the respondent to pay the alleged rent arrears of \$750.

The respondent submitted that she should not have to pay the additional \$750 for a number of reasons, including her inability to have overnight company without permission, unreasonable restrictions on doing laundry and her lack of control over the temperature. However, non-payment of rent is not a remedy for any alleged breaches by the landlord. I can not accept them as a defense.

Notwithstanding the confusing period of the tenancy agreement, or the monthly variable charges for electricity which are totally at odds with the Regulations contained in the Act, the respondent occupied the premises for seven rent periods and paid a total of \$9650 to the applicant.

Notwithstanding that the parties may have agreed that the rent increase in December, 2013 addressed the respondent's complaint about the cost of electricity and was done by mutual consent, a landlord may not raise the rent without serving written notice at least ninety days before the increase becomes effective. Therefore I find the rent increase to be contrary to the provisions in the Act and of no effect. I find the legal rent to be \$1400/period.

I find the respondent in breach of her obligation to pay the full amount of rent and find rent arrears of \$150, calculated as follows:

| | |
|-------------------------------|-------------|
| Rent due (\$1400 x 7 periods) | \$9800 |
| Rent paid | <u>9650</u> |
| Rent arrears | \$150 |

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$150.

I note that the respondent provided the applicant with a personal cheque for \$150 at the conclusion of the hearing.

Hal Logsdon
Rental Officer