

IN THE MATTER between **IAN HENDERSON**, Applicant, and **AARON LOVELACE**, Respondent;

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

AND IN THE MATTER of a Hearing before **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

IAN HENDERSON

Applicant/Landlord

- and -

AARON LOVELACE

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 fifty six thousand one hundred twenty nine dollars and sixty cents (\$56,129.60).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **IAN HENDERSON**, Applicant, and **AARON LOVELACE**, 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:

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Applicant/Landlord

-and-

AARON LOVELACE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 19, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ian Henderson, applicant
Aaron Lovelace, respondent

Date of Decision: August 19, 2015

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about April 30, 2015. The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears. There was no security deposit.

The applicant provided a tenancy agreement in evidence which set out a monthly rent for the premises of \$2000/month. The applicant stated that 31 months of rent had come due totalling \$62,000 and that only two payments had been made during the term of the agreement; one payment in December, 2013 of \$5120.40 and another in September, 2014 of \$750. The applicant sought an order requiring the respondent to pay \$56,129.60.

The applicant also sought an order for repair and cleaning costs but did not make the additional allegations or provide any evidence until the hearing commenced. Respondents, as well as the rental officer hearing the matter, must have a reasonable amount of time to read the material and prepare any rebuttal. I did not consider the additional allegations or evidence at this hearing. The applicant is free to make another application seeking relief for these costs provided it is made in accordance with the time limitation set out in the Act.

The respondent disputed the amount of rent owing, stating that the original tenancy agreement, a "lease to purchase" arrangement required a monthly payment of only \$1400. Neither party

produced a copy of the alleged original agreement so it is difficult to ascertain if it is a tenancy agreement or confirm its provisions. The applicant acknowledged that there had been a previous agreement drawn up but it was amended by mutual agreement to include utilities in the rent. Both parties agreed that the current agreement was submitted to the *Income Security Program* by the respondent as part of an application for assistance. Clearly, whatever amendments were made must have had the approval of the respondent. In my opinion, a change to the responsibility to pay for utilities and a corresponding change to the rent is not necessarily a rent increase if mutually agreed upon and results in a lower or equivalent financial burden on the tenant. In my opinion, given the evidence before me, the written tenancy agreement submitted by the applicant in evidence is binding on both parties.

The respondent did not dispute the amount of rent paid by him during the term.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$56,129.60.

An order shall issue requiring the respondent to pay the applicant \$56,129.60.

Hal Logsdon
Rental Officer