

IN THE MATTER between **NTHC**, Applicant, and **T.D.G.**, 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**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

T.D.G.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 7, 2016, and August 9, 2016

Place of the Hearing: Gameti and Yellowknife, Northwest Territories

Appearances at Hearing: D.A., representing the applicant
T.G., respondent

Date of Decision: August 9, 2016

REASONS FOR DECISION

An application to a rental officer made by GHA as the applicant/landlord against T.D.G. as the respondent/tenant was filed by the Rental Office April 19, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The applicant personally served a copy of the filed application on the respondent April 26, 2016.

The applicant alleged the respondent had failed to comply with a rental officer order and has rental arrears accumulated under a former tenancy agreement. An order was sought to rescind the previous rental officer order and for lump sum payment of the rental arrears.

A hearing was scheduled for July 7, 2016, in Gameti, Northwest Territories. The rental officer appeared by telephone. Ms. D.A. appeared representing the applicant. Ms. T.G. appeared as respondent. The hearing was adjourned to August 9, 2016, to be conducted by three-way teleconference. Ms. A. appeared representing the applicant. Ms. G. was sent a confirmation notice of the adjourned hearing by email deemed received July 11, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). Ms. G. did not appear, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

The application to a rental officer identified the landlord as GHA and the tenant as T.D.G.. The written tenancy agreement identified the landlord as NTHC with LLMH as its agent, and the tenant as T.D. I take judicial notice that Lac La Martre and Gameti are the same community in the Northwest Territories. The parties agreed the landlord should appropriately be identified as the NTHC. The respondent confirmed at hearing that since entering into the tenancy agreement she has legally changed her name from T.D. to T.G. Going forward, the style of cause to this application to a rental officer will identify the applicant/landlord as the NTHC and the respondent/tenant as T.D.G.

Tenancy agreement

The parties agreed and evidence was presented establishing a tenancy agreement between them for subsidized public housing commencing April 1, 2009. The parties agreed the tenancy ended in July 2011 when the respondent vacated the rental premises. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Previous order

Rental Officer Order Number 10-10939 dated September 8, 2009, required the respondent to pay rental arrears in the amount of \$12,509 in minimum monthly installments of \$100 to paid starting in August 2009, and to pay her future rent on time.

Rental arrears

The lease balance statements and statements of account entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account as of July 7, 2016. I am satisfied the statements accurately reflect the status of the respondent's rent account.

The statements indicate the last rent charged to the respondent was for July 2011, which is the last month the respondent occupied the rental premises. The last payment received against the respondent's rent account during the tenancy was recorded January 5, 2011 in the amount of \$500. It is evident from the statements that since Rental Officer Order Number 10-10939 the respondent repeatedly failed to pay either her monthly rent or the minimum monthly installments as required, substantially increasing the amount of rental arrears accumulated.

The security deposit of \$859.93 was retained against the rental arrears. Between March and November 2013 the respondent made seven \$50 payments against her rent account. The applicant's representative testified that statements of account regarding the arrears were sent to the respondent annually since the tenancy ended, and more often since November 2015.

At the initial hearing, the respondent did not dispute either the arrears or her failure to comply with the rental officer order.

I am satisfied that the respondent was fully aware of her debt to the applicant during her tenancy and since ending the tenancy. An extension to the time for making an application pursuant to section 68(3) of the Act is not unreasonable and was granted.

I find the respondent failed to comply with a rental officer order by failing to pay rental arrears in minimum monthly installments. I find the respondent has accumulated rental arrears in the current total amount of \$31,189.39.

Order

An order will issue rescinding paragraph 1 of Rental Officer Order Number 10-10939 and requiring the respondent to pay rental arrears in the amount of \$31,189.39.

Adelle Guigon
Rental Officer