

IN THE MATTER between **NTHC**, Applicant, and **TC**, 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-

TC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 4, 2016**

Place of the Hearing: **Fort Smith, Northwest Territories**

Appearances at Hearing: **CS, representing the applicant**
 AH, representing the applicant

Date of Decision: **October 4, 2016**

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against TC as the respondent/tenant was filed by the Rental Office June 3, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 23, 2016.

The applicant alleged the respondent had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 4, 2016, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. Mr. CS and Ms. AH appeared representing the applicant. Ms. TC was served notice of the hearing by registered mail signed for September 20, 2016. The respondent did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 9, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. This statement in particular reflects the respondent's rent account under a prior tenancy agreement from a different community as well as the current tenancy agreement. I will only be considering the entries related to the current tenancy agreement for the rental premises located in Fort Smith.

Under the current tenancy agreement, the lease balance statement reflects two charges against the respondent for a security deposit of \$1,000. The security deposit was charged on December 9, 2015, at the commencement of the tenancy, and paid for in full by March 3, 2016. The tenant was transferred to a different rental premises and then inappropriately charged another \$1,000 security deposit on September 20, 2016. The statement was amended to deduct \$1,000 from the balance. I am satisfied the amended lease balance statement accurately reflects the current status of the respondent's rent account.

The lease balance statement does support the applicant's allegation that the respondent has been repeatedly late paying her rent; specifically, the rents for May, July, and August were not paid until September 23, 2016. That payment brought the respondent's rent account balance to zero. As of this hearing date, the only rent remaining outstanding is \$80 for October.

Under the circumstances, the applicant's representatives withdrew the request for termination of the tenancy agreement and eviction, seeking only an order to pay rental arrears and that future rent be paid on time.

I am satisfied the respondent has been repeatedly late paying her rent, however, I am not satisfied that termination of the tenancy agreement and eviction are justified under the circumstances and, as such, appreciate the applicant's withdrawal of their request for termination and eviction. I find the respondent has rental arrears in the amount of \$80.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$80 and requiring the respondent to pay her future rent on time.

Adelle Guigon
Rental Officer