

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

BB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2016
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant AH, representing the applicant
<u>Date of Decision:</u>	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 BB as the respondent/tenant was filed by the Rental Office May 11, 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 May 30, 2016.

The applicant alleged the former tenant had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of the rental arrears and payment of costs for repairs.

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. BB was sent notice of the hearing by registered mail deemed served September 15, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondent did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence.

Tenancy agreement

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 1, 2010. The tenancy ended February 28, 2011. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Time limit on filing application

The lease balance statement entered into evidence represents activity on the respondent's account between April 1, 2012, and April 23, 2013. It shows charges carried over from previous fiscal years and one payment against the account in the amount of \$1,000.

The respondent entered into an agreement to pay in July 2012 which does not appear to have been honoured. In December 2013, the respondent wrote a letter to the applicant acknowledging her debt but requesting that her ex-common-law husband be held accountable for a portion of the arrears. Other than the payment made April 23, 2013, this letter is the last documented record of direct contact with the respondent.

There are no records of any efforts made by the applicant to resolve this account since July 12, 2011.

Section 68(1) of the Act specifies that an application must be made within six months after the breach of an obligation under the Act or the tenancy agreement, or after the situation referred to in the application arose. Section 68(3) of the Act permits a rental officer to extend the time for the making of an application where the rental officer is of the opinion that it would not be unfair to do so. In this case, I am not satisfied that adequate, if any, efforts have been made to resolve the issue or keep it current by either party. To my mind, the latest the applicant could reasonably have made an application would have been in October 2013, which would have been six months after the respondent's last recorded payment against her account. The applicant had ample opportunity to file an application to a rental officer within the time limits established under the Act. As such, I am of the opinion that it would not be fair to grant an extension to the time for making this application to a rental officer. The application is denied.

Adelle Guigon
Rental Officer