

IN THE MATTER between **GBHHL**, Applicant, and **JG**, 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:

GBHHL

Applicant/Landlord

-and-

JG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 8, 2016
<u>Place of the Hearing:</u>	Inuvik, Northwest Territories
<u>Appearances at Hearing:</u>	GM, representing the applicant
<u>Date of Decision:</u>	November 8, 2016

REASONS FOR DECISION

An application to a rental officer made by GBHHL as the applicant/landlord against JG as the respondent/tenant was filed by the Rental Office August 24, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 1, 2016.

The applicant alleged the respondent had failed to comply with a rental officer order, had repeatedly failed to pay rent, and had accumulated rental arrears. An order was sought for payment of rental arrears, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for November 8, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Mr. GM appeared representing the applicant. Mr. JG was served notice of the hearing by registered mail signed for October 28, 2016. On November 7, 2016, the respondent provided written notice that he would be unable to attend the hearing but gave consent for the hearing to proceed in his absence. The hearing did proceed in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act) and with the respondent's consent.

Previous order

Rental Officer Order Number 15147 dated July 11, 2016, ordered: the tenant to pay rental arrears in the amount of \$2,200; the tenant to pay his future rent on time; termination of the tenancy agreement September 30, 2016, unless the rental arrears were paid in full, the rents for July, August, and September were paid on time, and no further verifiable disturbances occurred; the landlord not to interfere with vital services; and the landlord not to disturb the tenant again.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing August 1, 2015. The respondent vacated the rental premises September 30, 2016, in compliance with paragraph 3 of Rental Officer Order Number 15147. The applicant's representative consequently withdrew his request for eviction and compensation for use and occupation. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears and security deposit

The applicant's representative testified and provided a statement of account establishing that the respondent had accumulated additional rental arrears in the amount of \$3,100, representing rent for the months of July, August, and September.

A security deposit of \$1,100 was paid August 1, 2015, and was withheld by the applicant against the accumulated rental arrears and \$100 for replacement of a set of keys to the rental premises (which were not returned at the end of the tenancy) and \$35 for one hour of cleaning. The applicant failed to account for interest, which amounts to \$0.46. The remaining amount of security deposit after the cleaning and key replacement charges is \$965.46.

I am satisfied the respondent has failed to pay his rent. I find the respondent has accumulated rental arrears in the amount of \$3,100 against which the security deposit credit of \$965.46 will be accounted, resulting in a remaining rental arrears total of \$2,134.54.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$2,134.54.

Adelle Guigon
Rental Officer