

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

RK

Respondent/Tenant

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | December 13, 2016 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories |
| <u>Appearances at Hearing:</u> | AS, representing the applicant |
| <u>Date of Decision:</u> | December 13, 2016 |

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against RK as the respondent/tenant was filed by the Rental Office September 27, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for October 4, 2016.

The applicant alleged the respondent had failed to pay overholding rent after termination of the tenancy. An order was sought for payment of overholding rental arrears.

A hearing was scheduled for December 13, 2016, by three-way teleconference. Mr. AS appeared representing the applicant. Mr. RK was served notice of the hearing by registered mail signed for November 25, 2016. The respondent did not appear at the hearing, nor did anyone appear on his 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 representative testified and provided evidence establishing that the residential tenancy agreement between the parties for subsidized public housing was terminated May 31, 2016, by Rental Officer Order Number 10-15108, and further to that order the respondent was evicted from the rental premises July 14, 2016. I am satisfied a valid tenancy agreement was in place between the parties and that it was terminated in accordance with the Act.

Overholding rental arrears

The lease balance statements and ledgers entered into evidence represent the landlord's accounting of monthly rent and payments made against the respondent's rent account. The security deposit of \$500.36 was retained against rental arrears. All rents prior to June 2016 were assessed subsidies based on reported household income. Overholding rent for June 1 to July 14, 2016, was charged based on the maximum monthly rent of \$1,625. I am satisfied the statements accurately reflect the current status of the respondent's rent account.

Section 67(1) of the Act sets out the landlord's entitlement to compensation for a former tenant's use and occupation of a rental premises after termination of the tenancy (also known as overholding rent). The tenancy agreement was terminated May 31, 2016, in accordance with the Act but the tenant did not vacate the rental premises until July 14, 2016, when he was evicted. I am satisfied the respondent was an overholding tenant between June 1 and July 14, 2016, and the applicant is entitled to compensation for the respondent's use and occupation of the rental premises during this period.

Subsequent to the hearing but prior to the writing of this order, the applicant's representative provided updated statements reflecting a calculation of rental arrears less than that which was calculated at hearing. As this new amount benefits the respondent, I am prepared to accept the revised calculations as provided by the applicant. I find the respondent has accumulated overholding rental arrears in the amount of \$1,778.64 and an order will issue for the respondent to pay this amount to the applicant.

Adelle Guigon
Rental Officer