

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

RW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 7, 2017

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the applicant
RW, respondent

Date of Decision: June 7, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against RW as the respondent/tenant was filed by the Rental Office March 1, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent March 10, 2017.

The applicant alleged the respondent had failed to pay the security deposit in full, had failed to pay rent when due, and had accumulated rental arrears. An order was sought for payment of the outstanding amount of security deposit, payment of the rental arrears, that future rent be paid on time, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for June 7, 2017, in Hay River, Northwest Territories. The Rental Officer appeared by telephone. AS appeared representing the applicant. RW appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing September 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and security deposit

The statements of account and client aged detail entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$160 per month. The rent for October 2016 was not paid, only \$18.75 was paid against the March 2017 rent, and the rent for June 2017 has not yet been paid, all of which result in rental arrears in the amount of \$461.25.

The tenant ledger card for security deposits and the client aged detail entered into evidence represents the landlord's accounting of payments received against the respondent's security deposit account. The security deposit amounts to \$1,200 of which \$1,000 has been paid as follows: \$600 paid August 31, 2016; \$300 paid November 1, 2016; \$50 paid April 1, 2017; and \$50 paid April 28, 2017.

The respondent did not dispute the accuracy of the landlord's accounting with respect to either the rent or the security deposit. He explained that he has been receiving support under the Department of Education, Culture and Employment's Income Assistance Program (IAP), who he understood would be paying both the security deposit and the monthly rent on his behalf. It is clear from the evidence and testimony that IAP did in fact pay \$900 of the security deposit and made all the recorded rent payments.

The respondent testified that prior to the filing of this application he was not aware that there were any outstanding amounts for either account. Upon receipt of the filed application he began an inquiry through the IAP hierarchy to determine what happened with the respondent's IAP file. It appears there may have been some transitional issues occurring at the IAP office in Hay River which contributed to errors occurring on the respondent's IAP file which have yet to be resolved. The respondent communicated with the applicant on the matter and in mid-March entered into a payment plan agreement with the applicant to pay \$50 per month towards the outstanding amounts, which the respondent has complied with.

IAP support to the respondent was meant to include payment of the security deposit, the monthly subsidized rent, and monthly utilities on the respondent's behalf, and payments directly to the respondent for household needs. The applicant's representative recognized the payment received February 28, 2017, of \$18.75 as unusual and consulted with the respondent about it; together they determined that IAP had inadvertently sent the utility payment to the applicant and the rent payment to the utility company.

It is clear to me that the issues related to the respondent's IAP file which were out of his control were the primary contributing factor to the accumulation of security deposit and rental arrears. In recognition of this, and the positive efforts the respondent has made to resolve the issues, the applicant's representative withdrew the request for termination of the tenancy agreement and eviction.

Despite the issues with the respondent's IAP file, the respondent was reminded that the responsibility for ensuring the security deposit and rent was paid as required were his as the tenant's. He acknowledged his understanding of this, and agreed that if it means he has to check directly with the applicant at the beginning of every month to ensure the IAP has paid the rent, then that is what he has to do.

I am satisfied the statements and client aged detail accurately reflect the current status of the respondent's rent account. I am satisfied the tenant ledger card and client aged detail accurately reflect the current status of the respondent's security deposit account. I find the respondent has failed to pay the full amount of rent when due, has failed to pay the full security deposit when due, has accumulated rental arrears in the amount of \$461.25, and has accumulated security deposit arrears in the amount of \$200.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$461.25; requiring the respondent to pay his future rent on time; and requiring the respondent to pay the outstanding security deposit of \$200.

Adelle Guigon
Rental Officer