

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

JT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 7, 2018

Place of the Hearing: Fort Simpson, Northwest Territories

Appearances at Hearing: KK, representing the applicant
JT, respondent

Date of Decision: August 7, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against JT as the respondent/tenant was filed by the Rental Office February 21, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the respondent by registered mail deemed served March 14, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act), and an addendum to the application was served on the respondent by registered mail signed for July 11, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing scheduled for April 5, 2018, in Fort Simpson was attended by KK and MH representing the applicant and JT as respondent. The applicant's representatives were granted an adjournment *sine die* in order to conduct a re-assessment of the respondent's rent account.

The hearing was re-scheduled for August 7, 2018, in Fort Simpson. The Rental Officer appeared by telephone. KK appeared representing the applicant. JT appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing June 1, 2015. The respondent vacated the rental premises, ending the tenancy July 12, 2018. Consequently, the applicant's representative withdrew their request for termination of the tenancy agreement and eviction, seeking only an order for payment of rental arrears. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement printed August 7, 2018, was entered into evidence representing the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents were subsidized and last assessed at \$1,295 per month. Either insufficient payments or no payments were received in nine of the last 12 months of the tenancy. The applicant's representative identified incorrect entries in the lease balance statement, and requested the deduction of the subsidized rents of \$1,295 each for July and August, and the addition of the pro-rated rent for July to July 12, 2018, of \$510.96.

The respondent did not dispute the accuracy of the landlord's accounting of rental arrears as amended, acknowledging her debt and accepting responsibility for it.

I am satisfied the amended lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$17,968.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$17,968.

Adelle Guigon
Rental Officer