

IN THE MATTER between **NTHC**, Applicant, and **DN and JM**, Respondents.

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-

DN and JM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 3, 2018**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **KAF, representing the Applicant**

Date of Decision: **October 5, 2018**

REASONS FOR DECISION

An application to a rental officer made by WHA on behalf of the NTHC as the Applicant/Landlord against DN and JM as the Respondent/Tenant was filed by the Rental Office July 27, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The filed application was served on the Respondent by email deemed received September 28, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay rent in full when due 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 was scheduled for October 3, 2018, by three-way teleconference. KAF appeared representing the Applicant. DN and JM were served notices of the hearing by email deemed received September 28, 2018. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing September 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statements represent the Landlord's accounting of monthly assessed rents and payments received against the Respondents' rent account. Rent was established at \$1,430 per month. Either insufficient payments or no payments were received in four of the 14 months of the tenancy.

Since filing of the application to a rental officer, the Respondents have successfully complied with an agreement to pay at least \$250 per month in addition to the rent. Consequently, the Applicant's representative withdrew their request for termination of the tenancy agreement and eviction.

Included in the lease balance statements were three charges of \$10 each for NSF charges made as a result of three pre-authorized bank withdrawals being returned due to insufficient funds. The Applicant was unable to provide evidence of any demonstrable monetary losses suffered by the Landlord as a direct result of these payments being returned substantiating the \$10 charges. I am not satisfied the \$10 charges fairly represent actual losses suffered by the Applicant. The NSF charges totalling \$30 are denied.

The lease balance statement included in the application to a rental officer only reflected transactions as of July 19, 2018. The Applicant's representative was granted leave to submit an updated lease balance statement, which was received October 5, 2018. Based on the testimony received at the hearing and the updated lease balance statement – adjusted for the deduction of the NSF charges – I am satisfied the updated lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent in full when due and have accumulated rental arrears in the amount of \$4,595, which represents approximately four months' rent.

Orders

An order will issue requiring the Respondents to pay rental arrears in the amount of \$4,595, and requiring the respondents to pay rent on time in the future.

Adelle Guigon
Rental Officer