

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

NB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 12, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RB, representing the Applicant AL, representing the Applicant NB, Respondent LC, on behalf of the respondent
<u>Date of Decision:</u>	December 12, 2018

REASONS FOR DECISION

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against NB as the Respondent/Tenant was filed by the Rental Office October 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Ndilo, Yellowknife, Northwest Territories. The filed application was served on the Respondent by email deemed received November 10, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had repeatedly failed to pay the full amount of rent 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 December 12, 2018, in Yellowknife. RB and AL appeared representing the Applicant. NB appeared as Respondent, with LC appearing on the Respondent's behalf.

Tenancy agreement

The parties agreed and evidence was presented establishing a sole residential tenancy agreement between them for subsidized public housing commencing December 19, 2012. The Respondent vacated the rental premises, effectively ending the tenancy November 30, 2018. Consequently, the Applicant's representatives withdrew their request for termination of the tenancy agreement and eviction. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents were subsidized based on reported household income. The rent was last assessed at the maximum monthly rent of \$1,545 due to the household income exceeding the income threshold for rent subsidies. Either insufficient payments or no payments were received in 11 of the last 12 months of the tenancy.

The lease balance statements included charges of \$576.91 for Simply Accounting adjustments and \$201.06 for power charges for which no evidence was provided. Those amounts were deducted from the lease balance statements total.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the adjusted lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$20,312.03, which represents approximately 14 months' unsubsidized rent.

Order

An order will issue requiring the Respondent to pay rental arrears in the amount of \$20,312.03.

Adelle Guigon
Rental Officer