

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

CSB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DM, representing the Applicant
CSB, Respondent

Date of Decision: February 7, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against CSB as the Respondent/Tenant was filed by the Rental Office December 12, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Jean Marie River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for January 30, 2019.

The Applicant alleged the Respondent had accumulated rental arrears and sought an order for payment of the rental arrears.

A hearing was scheduled for February 7, 2019, by three-way teleconference. DM appeared representing the Applicant. CSB appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized housing under the Applicant's Home Ownership Entry Level Program (HELP) commencing April 1, 2014. The Respondent vacated the rental premises, ending the tenancy effective September 29, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents 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 \$375 per month. No payments were received in six of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging that she did carry rental arrears. However, she testified that she was not in fact occupying the rental premises on any continuous basis since around Mother's Day 2018 due to flooding that occurred in the community. The Respondent attempted to return in June only to discover that the rental premises had not been cleaned out and mold had accumulated. Heaters that were provided to dry out the premises ran cold air for a month, and it was only when the furnace was turned back on that anything started drying out. The Respondent claimed that she would return to the premises every two to three weeks only to confirm that the premises remained unlivable. Efforts to communicate with the Applicant's agent over the summer did not result in any straight answers or any adequate resolution to the condition of the premises.

The Respondent did not entirely disregard her obligation to pay the rent during the time that she could not occupy the rental premises. Two payments were made to the rent account: \$500 on June 1, 2018, and \$700 on July 27, 2018.

In acknowledgement that the Applicant's representative had no direct knowledge of the incidents that occurred prior to the tenancy ending and, therefore, being unable to respond to the allegations regarding the condition of the premises and their cause, it was agreed that today's considerations would only be for rental arrears accumulated as of April 30, 2018, including the two payments received in June and July. Any claims for the remaining rent for May through September will be addressed in any future application the Applicant may choose to make, including with regard to the referenced damages and cleaning.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears as of April 30, 2019, in the amount of \$2,009.77. That amount includes the payments received in June and July 2018.

Order

An order will issue requiring the Respondent to pay rental arrears in the amount of \$2,009.77.

Adelle Guigon
Rental Officer