

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

KL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 3, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant
KL, Respondent

Date of Decision: April 3, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against KL as the Respondent/Tenant was filed by the Rental Office February 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent March 6, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, and had failed to pay the security deposit in full. An order was sought for payment of the rental arrears, payment of security deposit arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 3, 2019, in Yellowknife. JS appeared representing the Applicant. KL 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 15, 2017. I am satisfied a valid tenancy agreement is 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 have been subsidized and are currently assessed at \$80 per month. No payments were made against the rent in 11 of the last 18 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She committed to paying the rental arrears in full by the end of July, and to ensuring the monthly subsidized rents are paid on time.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$739.84. That amount represents approximately 10 months' subsidized rent.

Security deposit

At hearing, the Applicant's representative submitted that \$112.34 of the security deposit of \$1,625 remained outstanding. The Respondent did not dispute this submission. However, during the writing of these reasons for decision, I did a more thorough review of the updated lease balance statement that was provided at hearing. In that review I discovered that the Applicant's representative's submission was incorrect. Payments made throughout the tenancy described in the lease balance statement as "DD Pay" totalled \$2,075.16, the last such payment being recorded February 8, 2019, in the amount of \$500. The descriptor of "DD Pay" clearly represents payments intended to go towards the security deposit. The difference between the security deposit and the total payments applied towards the security deposit amounts to \$450.16, and that amount was appropriately and without dispute applied against the rental arrears.

While I am certainly satisfied that the Respondent failed to pay the full security deposit within three months of the start of the tenancy, I am not satisfied that there is any amount of security deposit that remains outstanding.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future subsidized rents on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$739.84 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement July 31, 2019, unless the rental arrears are paid in full and the monthly subsidized rents for April to July are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises August 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer