

IN THE MATTER between **NTHC**, Applicant, and **GA**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

GA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 29, 2019

Place of the Hearing: Whati, NT

Appearances at Hearing: KAF representing the Applicant

Date of Decision: May 29, 2019

REASONS FOR DECISION

An application to a rental officer made by the WHA on behalf of the NTHC as the Applicant/Landlord against GA as the Respondent/Tenant was filed by the Rental Office on February 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The filed application was served by registered mail on the Respondent, deemed served April 22, 2019. The application was also sent by email.

The Applicant claimed that the Respondent did not pay her monthly rent on time, maintaining an arrears balance throughout the tenancy. An order was sought for payment of the outstanding rent owed at the end of the tenancy.

A hearing was scheduled for April 9, 2019. This hearing was cancelled by the Rental Office to allow more time for service of the filed application. A new hearing was scheduled for May 29, 2019 and notice was provided to both parties. KAF appeared representing the Applicant. GA, the Respondent, did not appear.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement for public housing commencing on April 25, 2016, which was terminated in February 2018. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act*.

Rental Arrears

The Lease Balance Statement entered into evident represents the Applicant's accounting of monthly assessed rents and payments received up to February 2018 when the Respondent vacated the rental premises. According to the statement the Respondent's rent was \$1,250 throughout the tenancy, and on many occasions rent was not paid when due or the pre-authorized payments could not be made due to insufficient funds in the account. At the end of the tenancy the Respondent owed the Applicant \$4,703.75 in rental arrears. Once the security deposit with interest (\$1,250.88) was applied, total rental arrears owing were \$3,452.87.

The Applicant provided as evidence a letter dated November 29, 2018 to the Respondent providing information on the security deposit and remaining arrears of \$3,452.87. Attached to the letter was information on the interest earned on the security deposit and a copy of the Lease Balance Statement.

The Applicant testified at the hearing that they had received an email from the Respondent saying that she could not attend the hearing but would work with them to pay off her arrears.

I am satisfied the Lease Balance Statement accurately reflects the current status of the Respondent's rent account. I find that the Respondent repeatedly failed to pay rent in full and when due and at the time she vacated the rental premises had accumulated \$3,452.87 in rental arrears.

Order

An order will be issued:

- requiring the Respondent to pay rental arrears of \$3,452.87 (p. 41(4)(a)).

Janice Laycock
Deputy Rental Officer