

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

JE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 5, 2019

Place of the Hearing: Ulukhaktok, NT

Appearances at Hearing: FG and SJ for the Applicant

Date of Decision: August 6, 2019

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of the NTHC as the Applicant/Landlord against JE as the Respondent/Tenant was filed by the Rental Office April 30, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was served by registered mail on the Respondent signed for on May 17, 2019.

The Applicant claimed that the Respondent had moved out and had rental arrears owing of \$11,037.06. An order was sought for payment of rental arrears.

A hearing was scheduled for June 5, 2019, and both parties were provided notice. Janice Laycock, Deputy Rental Officer, appeared by telephone. FG and SJ appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the *Residential Tenancies Act*.

At the hearing additional information was requested by the Rental Officer from the Applicant in order to make a decision on the arrears owing; including a lease balance statement for the entire period of the arrears claimed and copies of previous tenancy agreements. Further information was provided by the Applicant to the Rental Officer on June 7, 2019. A copy of this additional information was also provided by the Applicant to the Respondent, served by registered mail and signed for on June 19, 2019.

Previous Rental Officer Orders

Previous Rental Officer Order #20-11997 issued April 27, 2011, ordered the Respondent to:

1. Pay rental arrears in the amount of \$23,376.00.
2. Pay future rent on time.
3. Comply with obligation to report the household income in accordance with the tenancy agreement between the parties.

Previous Rental Officer Order #20-10357 issued September 30, 2008, ordered the Respondent to:

1. Pay rental arrears in the amount of \$2,992.00.
2. Pay future rent on time.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement between the parties for subsidized public housing starting on September 20, 2015. This tenancy was terminated in January 2019 when the Respondent vacated the rental premises.

In response to my request for copies of earlier tenancy agreements the Applicant provided a copy of a tenancy agreement with the Respondent starting on April 1, 2009, and explained that other agreements were not available in their files. The previous Rental Officer orders show that the Respondent had been a tenant of subsidized public housing in the community during 2008 and 2011. The updated lease balance statement provided by the Applicant shows both charges and payments from the Respondent for the period April 1, 2012, to February 7, 2019, when the most recent payment was made.

According to the testimony of the Applicant the Respondent had one gap in their tenancy. In February 2014 the Respondent moved out of the rental premises to allow for renovations. Otherwise their tenancy was continuous for the period that the arrears are claimed.

Based on the testimony and evidence presented by the Applicant and considering the tenancy documented in the previous Rental Officer orders, I am satisfied that a valid tenancy agreement was in place for at least the period April 1, 2012, to January 31, 2019, and that this agreement terminated on January 22, 2019, when the tenant vacated the rental premises.

Rental Arrears

The lease balance statement provided as evidence by the Applicant for the period April 1, 2012, to February 1, 2019, shows monthly subsidized rent varying from \$790 to \$70 with rent in the latter part of the tenancy at \$140. According to this statement, rental arrears at the end of the tenancy were \$11,037.06.

The rental arrears of \$11,037.06 include an opening balance on April 1, 2012, of \$3,566. There is no documentation to support this balance; as a result it was deducted from the total owing. Also included in the arrears calculation is a tenant damage charge of \$613.18 on June 17, 2016, and two payments of \$70 in December 2016. These charges and payments are not related to the rental arrears, and are outside of this application.

I am satisfied that the statements accurately reflect the current status of the Respondent's rent account. I find after deducting the April 2012 opening balance of \$3,566.00 and tenant damage charges of \$613.18 from the total arrears claimed by the Applicant, and giving credit for the two tenant damage payments totalling \$140.00, that the Respondent currently owes the Applicant \$6,997.88 in rental arrears.

Order

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$6,997.88 (p.41(4)(a)).

Janice Laycock
Deputy Rental Officer