

IN THE MATTER between **NTHC**, Applicant, and **NC and JE**, Respondents.

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**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

NC AND JE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 16, 2019
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	AH, for the Applicant DH, for the Applicant NC, Respondent JE, Respondent
<u>Date of Decision:</u>	October 16, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against NC and JE as the Respondents/Tenants was filed by the Rental Office on July 3, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent to the Respondents by registered mail on July 30, 2019, deemed served on August 6, 2019.

The applicant claimed that the Respondents had rental arrears and an order was sought for payment of rental arrears.

A hearing was scheduled for August 21, 2019, and both parties were provided notice. At the request of the Applicant and Respondent the hearing was rescheduled for October 16, 2019. Both parties were provided notice of the rescheduled hearing. At the hearing Janice Laycock, Rental Officer, appeared by telephone. AH and DH appeared representing the Applicant. The Respondents, NC and JE, also appeared.

Tenancy agreement

Evidence was presented establishing a joint tenancy agreement for public housing beginning on April 1, 2012, and continuing month to month. The Respondents testified that they had vacated the rental premises at the beginning of November 2014 and that the Applicant was aware of their plans to move out. The keys were returned in early December because the representative for the Applicant was not in town in November. The Respondent agreed that they owed rent but challenged the charges for December 2014, when they claimed they were not living in the unit.

The representatives for the Applicant were not able to provide testimony on the date that the unit was vacated, including if proper notice had been provided. Neither had direct knowledge of these events, including why rent had been charged for December.

I am satisfied that a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* and, based on the testimony of the Respondents, I find that the tenancy was terminated on November 1, 2014.

Rental arrears

The lease balance statement entered into evidence by the Applicant claims that the balance owing by the Respondents at the end of December 2014 was \$7,550.86. The Applicant testified that there had been efforts over the years to collect the rent owing. Provided as evidence is an email from June 4, 2019, testifying to continued discussions with NC about the rental arrears and her commitment to start paying sometime in the future. According to this email the last conversation was on October 30, 2018.

Under subsection 68(1) of the *Residential Tenancies Act* (the Act) “an application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation.” Under subsection 68(2) of the Act, a rental officer may extend the time for making an application, where the rental officer is of the opinion that it “would not be unfair to do so.” Due to the continued efforts of the Applicant to collect on the outstanding arrears as documented in the email and in the testimony of the Applicant, I am willing to extend the time for making this application.

The balance in the most recent lease balance statement includes rent for December 2014 of \$1,573, tenant damage charges totalling \$278.23 and a credit of \$525.37 which is the security deposit refund with interest. The Respondents’ rent was assessed at the maximum of \$1,625 based on the household income at the time.

At the hearing I explained that I would not allow the tenant damages charge, as this was not the purpose of this application. Also, based on the Respondents’ testimony, I found that the tenancy was terminated on November 1, 2014, and for this reason the December rent charges are not allowed. This means that the balance for rental arrears at the end of November 2014 was \$6,225, and once the credit for the security deposit refund is factored in, the revised rental arrears owing are \$5,699.63.

I am satisfied that the lease balance statement for the joint tenancy agreement between the parties for public housing accurately reflects the status of the Respondents' rental account. I find that with previously described adjustments the total rental arrears jointly owed by the Respondents to the end of November 2014 are \$5,699.63.

Order

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$5,699.63(p. 41(4)(a)).

Janice Laycock
Rental Officer