

IN THE MATTER between **NTHC**, Applicant, and **KAM and JL**, 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-

KAM and JL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 8, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: WM, representing the Applicant
TM, representing the Applicant

Date of Decision: January 8, 2020

REASONS FOR DECISION

An application to a rental officer made by the BKGK on behalf of the NTHC as the Applicant/Landlord against KAM and JL as the Respondents/Tenants was filed by the Rental Office November 22, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondents on December 6, 2019.

The Applicant claimed that the Respondents had rental arrears and an order was sought for payment of the rental arrears, payment of rent on time in the future, and payment of costs related to repairs of tenant damages.

A hearing was held January 8, 2020, by three-way teleconference. All parties were provided notices of the hearing. Janice Laycock, Rental Officer appeared by telephone. WM and TM, representatives for the Applicant, also appeared by telephone. No one appeared for the Respondents. As the Respondents failed to appear after receiving sufficient notice of the hearing, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #15582 issued May 4, 2017, required the Respondents to pay rental arrears in the amount of \$1,668.50, to pay rent on time in the future, to pay costs of repairs in the amount of \$1,787.90, to comply with their obligation not to disturb the landlord or other tenants, to terminate the tenancy agreement on August 31, 2017 unless arrears were paid in full and the rents for June, July, and August 2017 were paid on time, and to evict the Respondent on September 1, 2017, if the tenancy agreement was terminated.

Rental Officer Order #10-14603 issued April 30, 2015, required the Respondents to pay rental arrears in the amount of \$1,733.50 in minimum monthly installments of \$150 starting in May 2015 and to pay their rent on time in the future.

Tenancy Agreement

Evidence was presented establishing a joint tenancy agreement for subsidized public housing beginning on April 01, 2012, with updated tenancy agreements signed in March 2013, February 2015, and June 2015, and continuing month to month. The Applicant did not enforce the termination and eviction orders provided for in Order #15582. I find that this resulted in the reinstatement of the tenancy agreement effective September 1, 2017. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental Arrears

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to this statement, as of November 1, 2019, the total arrears amount to \$3,783.90. This includes charges of \$3,580.80 for tenant damages and at least \$310 in payments for tenant damages ($\$3,580.80 - \$310 = \$3,270.80$). Once the balance is adjusted to reflect only rental arrears and the amount previously ordered (#15582) is also deducted from the balance, the Respondents have accrued no further arrears. As a result, the Applicant's request for an order for payment of further rental arrears is denied.

Tenant Damages

The lease balance statement entered into evidence includes charges for tenant damages totalling \$3,580.80. This includes charges in August 2014 totalling \$1,792.90. Of these charges and considering payments made, the previous rental officer order #15582 ordered \$1,787.90 be paid by the Respondents. As explained at the hearing this amount can not be ordered again.

In addition to the previous claim for tenant damages, in July 2018 a further tenant damage charge of \$1,787.90 was added to the lease balance statement. This charge includes the note "as per RO # 15582, invoice # 79185". At the hearing it was agreed that this amount had been entered in error and should be removed from the charges. As there are no further charges related to tenant damages since Order #15582, the Applicant's request for an order for payment of tenant damages is denied.

Pay rent on time in the future

The lease balance statement provided as evidence shows that in most cases the Respondents have been paying their rent on time. During the last 12-month period most payments have been made during the first week of the month. Considering this, the Applicant's request for an order to pay rent on time in the future is denied.

Orders

As all requests from the Applicant were denied, no order will be issued.

Janice Laycock
Rental Officer