

IN THE MATTER between **NTHC**, Applicant, and **Rina Fabian**, 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**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**RF**

Respondent/Tenant

**REASONS FOR DECISION**

Date of the Hearing: June 3, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: June 3, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against RF as the Respondent/Tenant was filed by the Rental Office on April 9, 2020. The application was made regarding a residential tenancy agreement for a rental premises located at the K'atlodeeche First Nation (also known as the Hay River Reserve) in the Northwest Territories. The filed application was sent to the Respondent by registered mail delivered on May 25, 2020.

The Applicant claimed that the Respondent had not paid their security deposit in full. An order was sought for payment of security deposit arrears, for termination of the tenancy agreement, and for eviction.

A hearing was held on June 3, 2020, by three-way teleconference. Appearing at the hearing were Janice Laycock, Rental Officer, and AS, representing the Applicant. No one appeared for the Respondent. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The Applicant provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing beginning on December 9, 2019, and continuing on a month-to-month basis. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

#### *Security deposit*

Under section 9 of the tenancy agreement the Respondent agreed to pay a security deposit of \$1,200 in two installments: \$600 at the beginning of the tenancy and another \$600 by March 9, 2020. Reminders to pay the remaining balance of the security deposit were issued by the Applicant on February 3<sup>rd</sup>, March 3<sup>rd</sup>, and March 10<sup>th</sup>. The Applicant testified at the hearing that the Respondent still has not paid the remainder of their security deposit. I am satisfied that the Respondent owes \$600 to the Applicant for the remainder of their security deposit.

*Termination of the tenancy agreement and eviction*

Under subsection 14.2(2) of the Act where a tenant does not fulfill their obligation to pay all of the security deposit a Rental Officer may make an order (a) requiring the tenant to pay the deposit to the landlord or (d) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

Although termination can be ordered under the Act, the Applicant was willing to continue to work with the Respondent to collect on the remainder of the deposit, especially considering the impact that COVID-19 has had on all our lives. Based on this, I am satisfied that conditional termination and eviction orders are appropriate.

*Orders*

An Order will be issued:

- requiring the Respondent to pay the remainder of their security deposit in the amount of \$600 (p. 14.2(2)(a));
- terminating the tenancy agreement on August 31, 2020, unless the security deposit arrears are paid in full (p. 14.2(2)(d), ss.83(2)); and
- evicting the Respondent from the rental premises September 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a)).

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Janice Laycock  
Rental Officer