

IN THE MATTER between **NTHC**, Applicant, and **AK**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

AK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 4, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DT, representing the Applicant

Date of Decision: June 4, 2020

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against AK as the Respondent/Tenant was filed by the Rental Office April 9, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent May 29, 2020.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was held June 4, 2020, by three-way teleconference. DT appeared representing the Applicant. AK was personally served notice of the hearing May 29, 2020. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 16494 issued May 22, 2019, required the Respondent to pay her future rent on time.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$70 per month.

The lease balance statement included an outstanding security deposit amount of \$1.80. Given that the application made no reference to applying for security deposit arrears, the amount of \$1.80 was deducted from the lease balance statement total.

The lease balance statement included four charges for tenant damages which have not been paid. The charges of \$1,076.37 from June 2018 and \$230.14 from September 2018 were previously applied for under File #16494. The Rental Officer denied these two claims after finding the Respondent was not responsible for the claimed damages to the exterior door. Charges of \$123.21 from March 2019 and \$97.46 from December 2019 were also referenced in the lease balance statement. Given that the application made no reference to applying for costs of repairs and no evidence was provided regarding those claims, the total amount of \$1,527.18 was deducted from the lease balance statement total.

The above deductions leave a rent credit of \$141.03 on the Respondent's rent account. Additionally, when one considers the cumulative credit created by just by removing the two previously denied claims to repair the exterior door, the Respondent has in fact been paying her monthly rent in full and in advance.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I do not find the Respondent has breached her obligations respecting paying the rent in full and when due, nor do I find the Respondent has failed to comply with a rental officer order to pay her future rent on time. Consequently, there is no justification for considering termination of the tenancy agreement and eviction.

The application is denied.

Adelle Guigon
Rental Officer