

IN THE MATTER between **NTHC**, Applicant, and **WC**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

WC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 3, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MH, representing the Applicant WC, Respondent
<u>Date of Decision:</u>	November 3, 2020

REASONS FOR DECISION

The monthly tenancy agreement between the parties was made in writing and commenced on January 23, 2019. The premises are subsidized public housing and the monthly rent was \$555. The Respondent held a security deposit of \$600.

The tenancy agreement was terminated when the Respondent vacated the premises on November 4, 2019. The Applicant retained the security deposit and accrued interest.

The Applicant alleged that the Respondent failed to pay the full amount of rent during the tenancy and sought an order requiring the Respondent to pay the alleged arrears less the retained security deposit and interest.

The Applicant provided a lease balance statement which indicated a balance of rent owing of \$2,762.90 after the deduction of the retained security deposit and interest.

Rent arrears	\$3,363.00
Retained security deposit	(600.00)
Interest on deposit	<u>(0.10)</u>
Total	\$2,762.90

I find the lease balance statement in order and the Respondent in breach of their obligation to pay rent. I find the rent arrears to be \$2,762.90.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$2,762.90.

Hal Logsdon
Rental Officer