

IN THE MATTER between **NTHC**, Applicant, and **CT**, 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-

CT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 16, 2021
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	FT, representing the Applicant CT, Respondent
<u>Date of Decision:</u>	March 16, 2021

REASONS FOR DECISION

The tenancy agreement between the parties was monthly and commenced on August 9, 2019. The Applicant holds a security deposit of \$1,445. The premises are subsidized public housing. The Applicant alleged that the Respondent was in breach of the tenancy agreement by failing to pay the full amount of rent. The Applicant sought an order requiring the Respondent to pay the alleged arrears, terminating the tenancy agreement, and evicting the Respondent.

The Applicant provided a copy of the lease balance statement which indicated a balance of rent owing as at February 1, 2021, of \$304.50. The Applicant testified that since that date the March rent of \$70 had come due and no rent payments had been received, bringing the balance owing to \$374.50.

The Respondent did not dispute the balance of rent owing but stated that they had only recently become aware of the arrears, believing that the monthly rent was being paid directly to the Applicant through the *Income Security Program*. The Respondent stated that they would pay the entire balance on March 19, 2021.

I find the Respondent in breach of their obligation to pay rent and I find rent arrears of \$374.50. It does appear from the income security statement that the monthly rent was being paid directly to the Applicant on behalf of the Respondent until October 2020. In my opinion, termination of the tenancy agreement does not seem reasonable given a possible misunderstanding, the quantum of rent owing, and the security deposit held by the Applicant.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$374.50 and to pay future rent on time.

Hal Logsdon
Rental Officer