

IN THE MATTER between **NTHC**, Applicant, and **ML and DG**, 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-

ML and DG

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 9, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant ML, Respondent
<u>Date of Decision:</u>	June 9, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against ML and DG as the Respondents/Tenants was filed by the Rental Office April 30, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondents on May 17, 2021.

The Applicant claimed that the Respondents had not paid their rent, had accumulated rental arrears, and had not paid all of their security deposit. An order was sought for payment of the rental arrears, for payment of rent on time in the future, for payment of the remainder of their security deposit, for termination of the tenancy, and for eviction.

A hearing was held on June 9, 2021, by three-way teleconference. PS attended the hearing representing the Applicant. ML, appeared on behalf of herself and DG as the Respondents.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing on February 21, 2020, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement provided as evidence represents the Applicant's accounting of monthly rents and payments received against the Respondent's rent account. All rents are subsidized, as of April 1, 2021, the Respondents' rent was \$890 per month, and they had rental arrears totalling \$4,037.

According to the testimony of the Applicant at the hearing and the updated lease balance statement provided to the Rental Office on June 9, 2021, the Respondents have made significant payments in the last few months and have managed to bring their arrears down to \$914.50, slightly more than their June 2021 rent. At the hearing the Respondent promised to pay this amount the following day and the Applicant congratulated them for dealing with their arrears so successfully.

I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rent account and I find the Respondent currently has rental arrears totalling \$914.50. At the hearing, based on the Respondent's progress in dealing with their arrears and their promise to pay, I indicated that an order for payment would in my opinion not be required, however an order to pay rent on time would be made.

Security deposit

In addition to rental arrears, according to the testimony and evidence of the Applicant, when the application was filed the Respondent's also owed on their security deposit. Under subsection 14(2) of the Act where a tenant is liable for a security deposit they may pay 50 percent at the beginning of the tenancy and the remaining balance within 3 months of the commencement of the tenancy.

According to the lease balance statement the Respondents' security deposit was \$1,625 and after more than a year into the tenancy they still owed \$132.50. At the hearing the Applicant testified that the Respondents had addressed these arrears, and the updated lease balance statement provided to the Rental Office on June 9, 2021, confirmed this.

Orders

An order will be issued requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).

Janice Laycock
Rental Officer