

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

SS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 23, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: March 23, 2022

REASONS FOR DECISION

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against SS as the Respondent/Tenant was filed by the Rental Office December 20, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on February 17, 2022.

The Applicant claimed the Respondent had rental arrears at the end of their tenancy and was responsible for damages to the rental premises. An order was sought for payment of rental arrears and payment of costs for repairs.

A hearing scheduled for January 19, 2022, was cancelled because proof of service was not provided by the Applicant to the Rental Office. Another hearing was re-scheduled and held March 23, 2022, by three-way teleconference. MB appeared representing the Applicant. The Respondent was provided notice of the hearing by registered mail on March 2, 2022. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing I reserved my decision on the claim for payment of costs related to repairs pending receipt of further information from the Applicant. Any order and reasons for decision regarding the claims for costs of repairs will be issued under separate cover. The following reasons for decision are specific to the issue of rental arrears as heard at the March 23rd hearing.

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing for the period from March 1, 2019, to June 30, 2021, and then continuing month to month. The Applicant testified that they became aware that the Respondent had abandoned the rental premises on July 22, 2021, when the Landlord was notified that the Respondent was not returning and their possessions were being removed from the rental premises. I am satisfied that a valid tenancy agreement was in place and that the tenancy agreement was terminated on July 22, 2021.

Rental arrears

The lease balance statement provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The subsidized rent was assessed at \$75 per month until July 2021 when it was reassessed to \$150 per month.

According to the statement, the Respondent's balance at the end of their tenancy was \$1,213.47. After deducting a charge recorded April 9, 2021, for damages and applying the security deposit with interest of \$753.86 against the arrears, the total owing for rent is \$410.14. At the hearing the Applicant testified the Respondent had not made any payments against this amount since the lease balance statement dated November 19, 2021, was provided as part of the filed application.

I am satisfied the lease balance statement accurately reflects the current status of the rental account. I find the Respondent has rental arrears totalling \$410.14.

Orders

An order will issue requiring the Respondent to pay rental arrears totalling \$410.14 (p.41(4)(a)).

Janice Laycock
Rental Officer