

IN THE MATTER between **NTHC**, Applicant, and **ENW**, 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, regarding a  
rental premises located within the **community of Behchoko in the Northwest  
Territories;;**

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**ENW**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 7, 2022

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** TM, Tenant Relation Officer, BKGK, representing the Applicant  
MD, Programs Manager, North Slave District Office,  
representing the Applicant

**Date of Decision:** July 7, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against NW as the Respondent/Tenant was filed by the Rental Office May 20, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on CW as next of kin of the Respondent June 6, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due and had accumulated rental arrears. An order was sought for payment of the rental arrears.

A hearing was held July 7, 2022, by three-way teleconference. TM and MD appeared representing the Applicant. CW was personally served notice of the hearing as next of kin to the Respondent June 6, 2022. She did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act*.

#### *Preliminary matters*

The application to a rental officer was made against NW as the Tenant. The Tenant passed away in October 2021 leaving her daughter CW as her next of kin residing in the rental premises. It was agreed at the hearing to amend the application to reflect the Respondent/Tenant as the ENW as the monetary remedy being applied for is being sought to be paid out of the Respondent/Tenant's estate. The application was amended accordingly and the style of cause going forward will be NTHC v. ENW.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 12, 2012. A statement of death was provided confirming the Respondent passed away October 20, 2021, in Grande Prairie, Alberta. The Applicant's representative testified that it was difficult obtaining the statement of death given it occurred in another jurisdiction, having only received it May 11, 2022. Once the passing was confirmed, the Applicant's representatives agreed that the Respondent's tenancy effectively ended October 31, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the Act, commencing October 12, 2012, and ending October 31, 2021.

*Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents have been subsidized and were last assessed at \$580 per month. Either insufficient payments or no payments were received in 26 of the last 30 months of the tenancy, and the last payment received against the rent account was recorded August 20, 2021, in the amount of \$300. The security deposit of \$1,661.63 was retained against the accumulated rental arrears.

I am satisfied the lease balance statement as of October 31, 2021, accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the full amount of the rent when due and has accumulated rental arrears in the amount of \$23,882. That amount represents approximately 24 months' subsidized rent. After deducting the security deposit, the remaining balance of rental arrears amounts to \$22,220.37.

*Order*

An order will issue for the ENW to pay rental arrears in the amount of \$22,220.37 (p. 41(4)(a)).

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Adelle Guigon  
Rental Officer