

IN THE MATTER between **N.T.H.C.**, Applicant, and **S.G. AND N.A.**, Respondents.

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, regarding a rental premises located within the **hamlet of Sachs Harbour in the Northwest Territories**.

BETWEEN:

**N.T.H.C.**

Applicant/Landlord

-and-

**S.G. AND N.A.**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 6, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>F.E., representing the Applicant</b>
	<b>S.G., Respondent</b>
	<b>N.A., Respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 6, 2022</b>

**REASONS FOR DECISION**

The Respondent, N.A., noted that his middle name was incorrect on the application. This order reflects his proper middle name.

The tenancy agreement between the parties commenced on February 17, 2017 and was made for a term of six months. On expiry, it was renewed as a monthly agreement pursuant to section 49(1) of the *Residential Tenancies Act*. The rental premises are subsidized public housing. The Respondents paid a security deposit of \$500.

The tenancy agreement was terminated on December 31, 2021 when the Respondents vacated the premises. The Applicant completed a check out inspection report with the Respondents and stated that there were no repairs required due to the Respondents' negligence. The Applicant failed to complete a statement of the security deposit and continues to hold the deposit.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay the full amount of rent. A lease balance statement was provided in evidence, which indicated a balance of rent owing in the amount of \$14,599.79. The Applicant stated that the Respondents had agreed to pay the outstanding rent arrears in monthly payments of \$400 until the rent arrears had been paid in full.

The Respondents did not dispute the allegations and stated they agree with the plan to pay the rent arrears in monthly installments of \$400.

I find the lease balance statement in order and find the Respondents in breach of their obligation to pay rent. Taking into consideration the retained security deposit and accrued interest I find rent arrears in the amount of \$14,098.77

Rent arrears as per ledger	\$14,599.79
Less security deposit	(500.00)
Less security deposit interest	<u>(1.02)</u>
Amount owing Applicant	\$14,098.77

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$14,098.77.

I suggest the parties draw up a written repayment agreement reflecting their agreed plan to retire the rental arrears.

---

Hal Logsdon  
Rental Officer