

IN THE MATTER between **NTHC**, Applicant, and **MB**, 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, regarding a rental premises located within the **town of Hay River in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

MB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 7, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	December 7, 2022

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against MB as the Respondent/Landlord was filed by the Rental Office October 24, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on December 1, 2022.

The Applicant claimed the Respondent had failed to pay their rent and security deposit when due, and had accrued rental arrears. An order was sought for payment of the security deposit, payment of the rental arrears, payment of rent on time in the future, as well as termination of the tenancy agreement, and eviction.

A hearing was held December 7, 2022, by teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, we proceeded in their absence, as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on June 6, 2022 and continuing month to month. The subsidized rent is currently \$80 per month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The Applicant provided an updated lease balance statement as evidence. The statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to this statement, the Respondent currently has rental arrears owing totalling \$400.

Security Deposit

Under section 14 of the Act, a landlord can receive a security deposit equal to the rent for a month and 50% is paid at the beginning of the tenancy and the remainder within three months. According to the lease balance statement provided as evidence, the security deposit charged at the beginning of the tenancy was \$1,200 and as of December 5, 2022, the Respondent had made payments totalling \$1,004. Based on the evidence, I find the Respondent is in breach of the Act, owing a further \$196 on the security deposit six months after the beginning of their tenancy.

Termination of the tenancy agreement

The Respondent's tenancy commenced in June 2022, and no rent was paid August to November 2022, and the security deposit, due by September 6, 2022, had still not been paid in full.

The Applicant testified to repeated notices to the Respondent about these arrears, including an unsuccessful attempt in October 2022, to develop a last chance agreement. They reported that since filing the application the Respondent has been in touch about the arrears and recently made a payment on December's rent and on their security deposit arrears.

Based on the evidence and testimony, the Respondent has repeatedly breached their obligations under the Act to pay their rent when due and to pay the full security deposit and I am satisfied termination of the tenancy agreement is justified. Considering the Respondent's recent attempts to pay their arrears and with the agreement of the Respondent, the termination will be conditional, terminating on March 31, 2023, unless the Respondent pays the remainder of the security deposit totalling \$196, pays rental arrears totalling \$400, and pays their rent when due in January, February, and March 2023.

Although the Applicant had also requested eviction in their application, I found that considering the recent communication by the Respondent with the Applicant, and steps that had been taken to start paying their arrears, it was not appropriate at this time. The Applicant supported that finding.

Orders

An order will issue:

- requiring the Respondent to pay the remainder of their security deposit in the amount of \$196 (p. 14.2(2)(a));
- requiring the Respondent to pay rental arrears in the amount of \$400 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy agreement on March 31, 2023, unless the remainder of the security deposit in the amount of \$196 and rental arrears in the amount of \$400 are paid and the rent for January, February, March 2023, is paid on time (p. 14.2(2)(d), 41(4)(c), and ss. 83(2)).

Janice Laycock
Rental Officer