

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

SAW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 24, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MD, PM, NSDO, HNWT, representing the Applicant
TM, TRO, BKGK, representing the Applicant

Date of Decision: February 8, 2023

REASONS FOR DECISION

An application to a rental officer made by NTHC as the Applicant/Landlord against SAW as the Respondent/Tenant was filed by the Rental Office November 17, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was served on the Respondent by email, deemed received January 21, 2023, pursuant to subsection 4(4) of the *Residential Tenancies Regulations*.

The Applicant alleged the Respondent had accumulated rental arrears. An order was sought for payment of the rental arrears.

A hearing scheduled for January 4, 2023 was cancelled due to the filed application and notice being improperly served on the Respondent. The hearing was rescheduled and heard January 24, 2023, by three-way teleconference. MD, PM for HNWT's NSDO, and TM,TRO for BKGK, appeared representing the Applicant. SAW was served with notice of the rescheduled hearing by registered mail, signed for January 12, 2023. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a tenancy agreement between the parties for subsidized public housing commencing March 11, 2011. The Tenant vacated the rental premises, ending the tenancy as of January 31, 2013. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Extension of time for making application

Subsection 68(1) of the Act limits the making of an application to a rental officer to within six months of when the breach or situation occurred. Subsection 68(3) of the Act provides for the Rental Officer to grant an extension to the time for making the application where it would not be unfair to do so.

This application was made nearly five years after the tenancy was terminated. However, the Applicant provided evidence satisfying me that the Respondent has been aware of the claims of rental arrears and that the Respondent has been making frequent small payments towards those arrears since the end of the tenancy, with the most recent payment having been received December 21, 2022. As such, I am of the opinion that it would not be unfair to grant an extension to the time for making this application and I have allowed the hearing to continue on that basis.

Rental arrears

The lease balance statement provided with the application only reflected transactions on the rent account since April 1, 2012, with no evidence to explain the balance forward from March 31, 2012. The Applicant was granted an opportunity to provide a complete accounting of the transactions against this tenancy's rent account before a decision was made. The Applicant provided a statement of account which included transactions starting from December 24, 1999 to September 1, 2013, and an updated lease balance statement which included transactions from April 1, 2012 to January 30, 2023.

Together, the statement of account and lease balance statement (statements) represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents appear to have been subsidized throughout the last tenancy, that being from April 2011 to January 2013, and were last assessed at \$150 per month. The last payment received during the tenancy was recorded on July 9, 2012, in the amount of \$75; that was the only payment received during the last 12 months of the tenancy. The security deposit of \$1,403.59 was properly retained against the rental arrears, and there have been repeated, albeit semi-regular, payments of \$25 each applied against the rent account since November 21, 2014.

The lease balance statement included a balance forward for Tenant Damages as of March 31, 2012, in the amount of \$5,513.73, and a charge on April 29, 2013, for "TD Charges per Invoice #6952" in the amount of \$7,549.50. No evidence was provided to support either of those charges, and the application did not include a claim for damages. The total amount of \$13,063.23 was deducted from the statement balance of \$24,747.08, leaving a balance of \$11,683.85.

The statement of account showed a balance owing as of March 31, 2011, of \$9,191.44, after the security deposit for the prior tenancy agreement was applied. The opening balance as of April 1, 2012, entered in the lease balance statement of \$13,766.44 includes the prior tenancy's arrears, which do not form part of the current application. The March 31, 2011 balance of \$9,191.44 was deducted from the adjusted statement balance of \$11,683.85, leaving a balance of \$2,492.41. I am satisfied that remaining balance of \$2,492.41 represents the remaining balance of rental arrears accumulated during the tenancy agreement which began March 11, 2011 and ended January 31, 2013.

I am satisfied the adjusted statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$2,492.41. An order will issue for the Respondent to pay those rental arrears to the Applicant.

Adelle Guigon
Rental Officer