

IN THE MATTER between **NTHC**, Applicant, and **JLM**, 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 **hamlet of Tulita in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

JLM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 22, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: March 22, 2023

REASONS FOR DECISION

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against JLM as the Respondent/Tenant was filed by the Rental Office February 2, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent on March 8, 2023.

The Applicant claimed the Respondent had failed to pay rent when due, had accumulated rental arrears, and failed to comply with their payment plan. An order was sought for payment of rent owing.

A hearing was held March 22, 2023, by teleconference. DW appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received notice of the hearing on March 8, 2023, the hearing 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 April 1, 2022 and continuing month to month. The assessed rent was \$1,610 per month. According to the Applicant's testimony, this tenancy agreement was terminated on August 18, 2022, when the Respondent moved out of public housing and into a market unit, and a new tenancy agreement was entered into by the parties for the market housing.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this agreement was terminated on August 18, 2022.

Rental arrears

An updated lease balance statement printed on March 7, 2023 was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account both during their tenancy in public housing and during their current tenancy in market housing.

At the hearing, the Applicant clarified that, consistent with the filed Application, although further arrears have accumulated during the Respondent's current tenancy in market housing, the Applicant was only seeking payment of outstanding arrears that occurred up to August 18, 2022, which was the end of the Respondent's tenancy in public housing. According to the lease balance statement, at the end of this tenancy, the Respondent had arrears owing of \$2,710. This included \$165 owing on their security deposit, leaving a balance owing on their rent of \$2,545.

I would note that according to the lease balance statement and the Applicant's testimony, on February 21, 2023, the Respondent paid a further \$50 on their security deposit, resulting in a security deposit of \$1,495 that I understand has been transferred to their current tenancy. At the hearing, this \$50 payment was applied against the arrears giving a balance of \$2,595. When rechecking my calculations, I realized this was an error as this \$50 payment does not affect the balance owing for rent at the end of their public housing tenancy.

The Applicant provided a copy of an agreement signed by the Respondent on August 23, 2022. In this agreement the Respondent committed to pay \$200 per month on their rental arrears starting in September 2022. The Respondent did not comply with this agreement and the Applicant, recognizing that under subsection 68(1) of the Act, an application must be made within six months, is seeking payment of the rental arrears totalling \$2,545.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$2,545 (p.41(4)(a)).

Janice Laycock
Rental Officer