

IN THE MATTER between **NTHC**, Applicant, and **TB and KM**, 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 **Janice Laycock**, Rental Officer, regarding a rental premises located within the **hamlet of Tulita in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

TB and KM

Respondents/Tenants

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 TB and KM as the Respondents/Tenants 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 Respondents on March 8, 2023.

The Applicant claimed the Respondent had failed to pay rent when due and had accumulated significant rental arrears. An order was sought for payment of rent owing, termination of the tenancy agreement, and eviction.

A hearing was held March 22, 2023, by teleconference. DW appeared representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As the Respondents had received notice on March 8, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order file #16158 issued March 22, 2019, required the Respondents to pay rental arrears of \$217.22 and costs for repair of damages and cleaning totalling \$1,488.35. The amounts ordered were not carried over into the current tenancy.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for market housing commencing on April 17, 2022, and continuing month to month. Market rent was \$1,610 per month. This tenancy was terminated by the Respondents on February 17, 2023. I am satisfied a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated on February 17, 2023.

Rental arrears

An updated lease balance statement printed on March 7, 2023, was provided as evidence to the Rental Office on March 21, 2023. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account up to the termination of their tenancy. At the hearing, the Applicant testified a copy of this statement was also served on the Respondents. According to this statement and at the end of their tenancy, after repeatedly not paying their full rent when due, the Respondents had rental arrears totalling \$4,368.

At the hearing, the Applicant testified that since the Application was filed, the Respondents had decided to move and their tenancy was terminated. The Applicant had completed the exit inspection and a copy was provided to the Rental Office. They would soon determine the costs (if any) of repair of damages or cleaning and provide a statement regarding the security deposit to the Respondents as required under subsection 18(3) of the Act.

Orders

An order will issue requiring the Respondents to pay rental arrears in the amount of \$4,368 (p. 31(4)(a)).

Janice Laycock
Rental Officer