

IN THE MATTER between **HNT**, Applicant, and **RK**, 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 **hamlet of Ulukhaktok in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**RK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 15, 2023

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** SK, representing the Applicant  
KJ, representing the Applicant  
RK, the Respondent

**Date of Decision:** September 10, 2023

**REASONS FOR DECISION**

The tenancy agreement between the parties was monthly and commenced on April 1, 2012. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondent.

Rental Officer Order #15457 dated May 16, 2017, found rent arrears of \$9,053 and repair costs of \$2,703.13 and ordered the Respondent to pay a total of \$11,756.13. However, the corresponding balance on the current ledger is \$11,336.13. The Applicant offered no explanation for the discrepancy. The Respondent was ordered to pay the rent arrears in monthly payments of \$500 and the tenancy agreement would be terminated on July 31, 2017, unless the monthly payments for May, June, and July were paid on time.

The ledger indicates that the Respondent failed to make the ordered payments but the eviction order was not enforced and the tenancy has continued. There is no evidence that the previous order was filed with the court or enforced.

The Applicant provided a lease balance statement in evidence which indicated a balance owing as at August 1, 2023, of \$3,706.83. The Applicant stated that no additional payments had been received since that date. The Applicant sought an order for \$2,778.83. The Applicant explained that payments received after the previous order had either been allocated to the satisfaction of the order or to current rent. The Applicant stated that by their calculation the current balance of the previous order was \$928. Therefore relief of only \$2,778.83 was sought. These calculations were not provided in evidence and I am unable to determine how this conclusion was reached. As previously mentioned, I am also unable to determine from the evidence if the previous order was filed and still enforceable or if it has expired.

I shall only deal with the rents assessed and payments received after April 12, 2017, that being the date of the previous hearing. I shall not revisit the previously ordered rent arrears and repair costs as the Applicant has an order for those amounts (albeit perhaps expired). From the evidence provided, I am unable to determine how the Applicant has allocated payments to arrears or why the ledger does not reflect the arrears balance found by the Rental Officer in April 2017.

Since the last order was issued, \$7,673 has been assessed in rent and one charge of \$62.50 has been charged for a repair. During that period the Respondent has made payments of \$15,365. Applying all payments to charges after the issuance of the previous order results in a credit balance of \$7,629.30.

Rent and repair charges since previous order	\$7,735.70
Less payments since previous order	<u>15,365.00</u>
<b>Balance</b>	<b><u>(\$7,629.30)</u></b>

There being no arrears for the period from April 12, 2017, to present, no order shall issue. The relief requested in the current application is denied.

Applying the credit balance to the previous order suggests that the remaining balance of that order, if still effective, is \$4,126.83. This coincides with the closing balance on the lease balance statement, taking into consideration the \$420 difference between the previous order and the statement.

Credit since previous order	(\$7,629.30)
Previous order	<u>11,756.13</u>
Balance	\$4,126.83
 Balance as per statement	 <u>\$3,706.83</u>
<b>Difference</b>	<b><u>\$420.00</u></b>

If the previous order was filed with the Supreme Court in accordance with section 86 of the *Residential Tenancies Act*, the Applicant may file an application pursuant to section 84(3) seeking the lump sum payment of any balance owing.

Dated at the city of Yellowknife in the Northwest Territories this 18<sup>th</sup> day of September 2023.

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Hal Logsdon  
Rental Officer