

IN THE MATTER between **H.N.**, Applicant, and **L.B. and A.M.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

H.N.

Applicant/Landlord

-and-

L.B. AND A.M.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 21, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: M.Z., representing the Applicant

A.M., respondent

Date of Decision: November 21, 2023

REASONS FOR DECISION

The tenancy agreement between the parties was made for a term that commenced on March 1, 2017 and was renewed on expiry as a monthly tenancy. The premises are subsidized public housing. The tenancy ended on March 31, 2022 and a check-out inspection was completed and signed by both parties on that date. A statement of the security deposit was issued on August 24, 2022 stating that the security deposit and interest of \$1547.89 had been applied against rent arrears, leaving a total balance of rent arrears and repair costs of \$9637.44. The application was filed on October 18, 2023 seeking payment of rent arrears and repair costs.

The Applicant provided a lease balance statement in evidence that indicated a balance of rent arrears and repair costs totalling \$7000. Since the issuance of the security deposit statement, the lease balance statement indicates rent payments totalling \$200 and repair payments totalling \$2437.44 have been paid by the Respondents bringing the balance of rent and repair costs to \$7000.

Section 68 of the *Residential Tenancies Act* requires that an application be made within six months after the breach of an obligation but permits a Rental Officer to extend this time period if it is not unreasonable to do so. In this matter the disruption created by the COVID pandemic made it difficult to undertake repairs and finalize costs. In my opinion, an extension to the time period is reasonable.

The Applicant stated that recent discussions with the Respondents had created some questions whether some or all of the alleged damages to the premises were their responsibility. The Applicant withdrew their request for the payment of repair costs and sought only the alleged rent arrears. The Applicant also stated that all of the payments made by the Respondents and the security deposit and interest should be applied only to rent.

The lease balance statement indicates that the amount of rent owing, applying all payments and the retained security deposit and interest against rent is \$3279.67. The Respondents did not dispute that amount and agreed with the application of all payments to rent.

I find the Respondents in breach of the tenancy agreement by failing to pay the full amount of rent. I find rent arrears of \$3279.67. An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$3279.67.

Hal Logsdon
Rental Officer