

IN THE MATTER between **HNWT**, Applicant, and **AB**, 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,

BETWEEN:

HNWT

Applicant/Landlord

-and-

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 6, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: December 6, 2023

REASONS FOR DECISION

An application to a rental officer made by THA as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office November 1, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was deemed served on the Respondent by email on November 30, 2023.

The Applicant claimed that at the end of their tenancy the Respondent had rental arrears owing. An order was sought for payment of rental arrears.

A hearing was scheduled for December 6, 2023, by three-way teleconference. DW attended the hearing representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided notice of the hearing by email deemed served on November 30, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I made a decision at the hearing on the rental arrears, but adjourned the hearing to a later date in order to provide further time for the Applicant to provide to the Rental Office and the Respondent information to support the Applicant's claim for costs to clean the rental unit and repair damages.

Preliminary matters

The application was made by THA against AB. At the hearing the Applicant clarified that the application was made by the THA on behalf of HNWT, and the style of cause was amended accordingly.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on May 12, 2018, and continued month to month until the tenancy was terminated on February 27, 2023 when the Respondent vacated the rental premises. At that time the Respondent's rent was \$1,445 per month.

I am satisfied a valid tenancy agreement was in place and was terminated on February 27, 2023, in accordance with the Act.

Rental arrears

The Applicant provided as evidence an updated lease balance statement with charges and payments made up to November 9, 2023. This statement represents the Landlord's accounting of monthly rent charged and payments made against the account during this tenancy.

According to the lease balance statement, at the end of their tenancy the Respondent had rental arrears owing totalling \$2,366, and has paid \$100 on the arrears since then, bringing the amount currently owing to \$2,266.

I am satisfied based on the evidence and testimony that the Respondent has rental arrears owing totalling \$2,266.

Security deposit

According to the lease balance statement provided as evidence, at the end of the Respondent's tenancy the security deposit with interest was \$1,445.11. At the hearing I confirmed this amount with the Applicant, and pointed out that under subsection 18(7) of the Act if the landlord intends to withhold all or part of the security deposit, they are required to provide the tenant with a written notice.

The Applicant testified that they did not do this but had a discussion with the Respondent about the security deposit, and the Respondent agreed that the security deposit be applied against their rental arrears.

Based on the evidence and testimony, when the security deposit with interest totalling \$1,445.11 is applied against the rental arrears of \$2,266, I find the amount now owing for rental arrears is \$820.89.

Order

An order will issue requiring the Respondent to pay rental arrears owing in the amount of \$820.89 (p. 41(4)(a)).

Janice Laycock
Rental Officer