

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

BETWEEN:

H.N.

Applicant/Landlord

-and-

J.B.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 12, 2022

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: D.W., representing the Applicant

Date of Decision: December 14, 2023

REASONS FOR DECISION

The Respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in their absence.

The joint tenancy agreement was monthly and commenced on February 1, 2021. The Applicant elected to file against only one of the joint tenants. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and failing to repair damages to the premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs. Although the application sought termination of the agreement, the Applicant withdrew the request to terminate the tenancy. Since the tenancy agreement is a joint agreement, any application to terminate the tenancy must name both tenants.

The Applicant provided a lease balance statement in evidence indicating a balance of rent and repair costs as at September 1, 2023 of \$32,434.09. The Applicant testified that the following transactions had taken place since that date bringing the balance to \$30,957.75.

Rent, October-December @\$140/month	\$420.00
Rent payments	594.03
Garnishments/CRA remittance	1256.34
Damage payment	45.97

This balance includes rent arrears and repair costs that accrued pursuant to two earlier tenancy agreements with the Respondent as sole tenant that have been previously considered (file 17293, filed on July 12, 2021 and file 16610, filed on October 15, 2019). I shall therefore only consider rent arrears and repair costs associated with the current tenancy agreement. I find this amount to be \$7394.17. The repair costs associated with this tenancy agreement have been paid in full.

Rent assessments	\$11,750.00
Rent payments	<u>4,355.83</u>
Total	\$7,394.17

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$7394.17.

Hal Logsdon
Rental Officer