

IN THE MATTER between **HNT**, Applicant, and **CM and CR**, 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,

BETWEEN:

HNT

Applicant/Landlord

-and-

CM and CR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 13, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JG, representing the Applicant

Date of Decision: March 13, 2024

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of HNT as the Applicant/Landlord against CM and CR as the Respondents/Tenants was filed by the Rental Office November 1, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served by registered mail on the Respondents on January 15, 2024.

The Applicant claimed the Respondents had repeatedly failed to pay rent when due and had accumulated significant rental arrears and had disturbed other tenants possession or enjoyment of the residential complex. An order was sought for payment of rental arrears, termination of the tenancy agreement and eviction.

A hearing scheduled for December 13, 2023, was cancelled at the request of the Applicant. A hearing was held on March 13, 2024 by three-way teleconference. JG appeared representing the Applicant. The Respondents did not appear nor did anyone appear on their behalf. As the Respondents were provided sufficient notice of the hearing by registered mail on January 23, 2024, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing the Applicant testified that since the application was filed the Respondents had abandoned the rental premises and the tenancy was terminated. They were now seeking payment of rental arrears and compensation for lost rent.

Tenancy agreement

Provided as evidence was a copy of the residential tenancy agreement between the parties for subsidized public housing commencing on November 26, 2020, and continuing month to month. At the hearing the Applicant testified that maintenance staff determined the Respondents had abandoned the rental premises on February 21, 2024. They were no longer living in the rental premises and were not paying rent.

I am satisfied a valid tenancy agreement was in place in accordance with the Act and this tenancy was terminated on February 21, 2024.

Previous order

Rental Officer Order #17736, NTHC v CM and CR, issued November 30, 2022, required the Respondents to pay rental arrears of \$610, and pay rent on time in the future.

Rental arrears

The Applicant provided as evidence a lease balance statement representing the Landlord's accounting of monthly rents and payments received against the Respondents' rent account up to October 10, 2023. The subsidized rent was \$890 per month.

On March 12, 2024, the Applicant provided to the Rental Office an updated lease balance statement. As this statement was not served on the Respondents, the Applicant testified to the contents. According to their testimony, previous Rental Officer Order #17736 had been satisfied, and no rent had been paid since the application was filed. At the end of their tenancy the Respondents had a balance owing for rental arrears of \$4,784.58. This amount does not include other charges for tenant damages that are not part of this application.

I am satisfied based on the evidence and testimony that the Respondents repeatedly did not pay rent when due. I find that at the end of their tenancy, they were responsible for rental arrears in the amount of \$4,784.58.

Compensation for lost rent

Under subsection 62(1) of the Act, where a tenant abandons a rental premises, they remain liable to compensate the landlord for loss of future rent. Under section 5 of the Act, the Landlord is responsible to mitigate their losses.

The Applicant has claimed \$890 for rent for March 2024. At the hearing they testified that they were not able to rent the rental premises in March. They needed to complete an inspection and deal with the possessions that the Respondents have left at the rental premises.

Based on the testimony I am satisfied that the claim for March rent is reasonable and find the Respondents are responsible for compensation in the amount of \$890.

Orders

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$4,784.58 (p. 41(4)(a)); and
- requiring the Respondents to pay compensation for lost rent in the amount of \$890 (p. 62(2)).