

IN THE MATTER between **HNT**, Applicant, and **TE**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **designated authority of Colville Lake in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

TE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 11, 2024,

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LW, Representing the Applicant

AYF, Representing the Applicant

Date of Decision: June 17, 2024

REASONS FOR DECISION

An application to a rental officer made by HNT as the Applicant/Landlord against TE as the Respondent/Tenant was filed by the Rental Office on April 9, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Colville Lake, Northwest Territories. The filed application was personally served on the Respondent on May 6, 2024.

The Applicant claimed the Respondent abandoned the rental premises and accumulated rental arrears. An Order was sought for payment of arrears in the amount of \$2,847.00 and damages to the rental premises.

A hearing was scheduled for June 11, 2024, by three-way teleconference. LW and AY appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the *Residential Tenancies Act*. Due to the severity of the application, the hearing was adjourned sine die, pending receipt of a tenancy agreement.

Tenancy Agreement

Evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing under the Homeownership Entry Level Program (HELP) commencing April 3, 2019. On June 1, 2024, the Applicant submitted evidence by providing the residential tenancy agreement between the parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Rental Arrears

The HELP agreement denotes:

- the market value rent for the rental premises is \$1,150.00;
- Provided the client remains at all times in full compliance with all obligations, the client shall be permitted to pay monthly rent at the "First Four Years" rate, and commencing with the year of the tenancy, at the "On-Going" rate. Any instance of noncompliance will trigger a client obligation to pay Market Value Rent for the duration of the tenancy;
- the rent for the first four years is \$300.00 per month, and indicated the ongoing rent would increase to \$525.00;
- The client agrees to reside in and maintain the property as their principal residence and pay all and maintain all utilities;
- obtain and maintain tenant contest and liability insurance; and
- to comply with the terms of the lease.

The residential tenancy agreement reflected the terms of the HELP agreement.

The lease balance statement provided with the March 18, 2024, application continually applied a rent charge of \$300.00 since January 1, 2022 to February 1, 2024. No evidence was presented suggesting the Applicant has increased rent to \$525.00 on April 9, 2023 as suggested by the HELP agreement. The statement of account reflects the balance owing on the rent account in the amount of \$2,847.00. I am satisfied the rental arrears owing is \$2,847.00.

Abandonment

The Applicant's representative testified and provided evidence that on February 23, 2024, the rental premises had been deemed abandoned. With further notice to the Respondent requesting the Respondent contact the Applicant's representative to make arrangements to remove their personal effects from the rental premises.

Upon clarification of abandonment, the Applicant's representative confirmed an inspection of the rental premises was completed March 3, 2024. The Applicant's representative further testified they travelled to the community to make further contact with the Respondent but was unable to do so.

The Applicant's representative testified on April 17, 2024, they travelled to the community for a check out (exit inspection) and scope of work. The Applicant's representative testified at the time of the visit to the rental premises, the Respondent's personal items were remaining in the unit. The Applicant's representative further testified during their visit to the rental premises, the Respondent was to come remove the personal items but did not do so. As a result of this, the Applicant's maintenance worker in the community made contact with the Respondent and with permission removed and stored the personal items. The Applicant's representative testified no abandoned personal property registry was done.

Damages

In conjunction with the Applicant's claim of abandonment, the Applicant provided evidence of tenancy notes from November 2, 2023, indicating the rental premises did not have power, no fuel, the water tank was damaged, and the pressure pump was not working to support their application for damages. A March 8, 2024 letter, provided as evidence, advised the unit is completely frozen and the Respondent is responsible for damages and that the damage deposit of \$1,150.00 is to be held until repairs are completed. The Applicant advised they would provide an addendum for the complete repair costs. No addendum was received at the time of the hearing.

The claim for damages under this application is denied.

Security Deposit

As the claim for damages is denied, the security deposit cannot be applied against the cost of repairs. However, under subsection 18(4) of the *Act*, the security deposit can be retained for rental arrears. The Applicant representative noted in the letter for abandonment, the security deposit of \$1,150.00 would be applied to the damages. The amount provided did not calculate interest earned on the deposit. The calculated interest earned on the security deposit from the start of tenancy and date of abandonment is \$2.80. When the security deposit with interest totalling \$1,152.80 is applied against the rent arrears of \$2,847.00, the amount owing that can be ordered is \$1,694.20.

Order

An order will be issued:

- requiring the Respondent to pay rental arrear owing in the amount of \$1,694.20 (p. 41(4)(a)).

Jerry Vanhantsaeme
Rental Officer