

IN THE MATTER between **WDPML**, Applicant, and **CS**, 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 **hamlet of Fort McPherson in the Northwest Territories**;

BETWEEN:

WDPML

Applicant/Landlord

-and-

CS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 23, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DR, representing the Applicant
<u>Date of Decision:</u>	September 27, 2024.

REASONS FOR DECISION

An application to a rental officer made by WDPML as the Applicant/Landlord against CS as the Respondent/Tenant was filed by the Rental Office July 19, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the Respondent by registered mail on August 28, 2024.

The Applicant alleged the Respondent failed to pay rent on time, and in full, resulting in the accumulation of rental arrears. An order was sought for the payment of rental arrears.

A hearing was scheduled for September 23, 2024, in Yellowknife by three-way teleconference. DR appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision subject to the Applicant providing clarification of the rent due to a customer aged report being provided rather than a tenant lease balance statement.

Tenancy Agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties commencing September 23, 2019. The tenancy agreement was signed by all parties. During the hearing, the Rental Officer questioned the location of the rental premises. The application and the front page of the tenancy agreement identified the address as 300A whereas schedule "A" of the tenancy agreement indicated 300B. The Applicant's representative confirmed 300A is the correct address. The Rental Officer also questioned as to when the Respondent vacated the rental premises and if a completed Schedule "D - Unit Condition Report" had been completed. The Applicant's representative testified the Respondent had vacated the rental premises on July 18, 2024, there was no completed move-in inspection.

I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Rental arrears

A customer aged detail report was entered into evidence represents the Landlord's accounting for the monthly assessed rents and payment made against the Respondent's rent account. The report indicated the Respondent had arrears of \$18,535.00 whereas the claim in the Application was \$17,935.00. During the hearing, the Applicant's representative testified the issue of arrears was not dealt earlier and no notice had been sent to the Respondent. Due to the last minute notice of the Respondent vacating unit, the application was made.

The Rental Officer requested from the Applicant a lease balance statement of account breaking down the charges and rent payments to better clarify the actual amount owed. The statement provided showed the last time the Respondent was in a zero balance was May 28, 2020.

I find the Respondent has accumulated rental arrears during her tenancy in the amount of \$17,935.00. I am satisfied an order for payment of rental arrears is warranted.

Order

An order will be issued:

- requiring the Respondent to pay the Applicant rental arrears in the amount of \$ 17,935.00 (p. 41(4)(a)).

Jerry Vanhantsaeme
Rental Officer