

IN THE MATTER between **HNT**, Applicant, and **LN**, 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, regarding a
rental premises located within the **community of Deline in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

LN

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 15, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DT, representing the Applicant
<u>Date of Decision:</u>	January 16, 2025

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of HNT as the Applicant/Landlord against LN as the Respondent/Tenant was filed by the Rental Office November 18, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent on December 9, 2024.

The Applicant claimed the Respondent had not paid their rent when due and had accrued significant rental arrears. They sought an order for payment of rent owing, pay rent on time, termination of the tenancy agreement and eviction. They also stated that they thought the Respondent had left the community.

A hearing was held on January 15, 2025, by three-way teleconference. DT appeared representing the Applicant, the Respondent did not appear nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order file #18010, between HNT and LN, was issued on August 8, 2023, and required the Respondent to pay rent arrears in the amount of \$9,819 in monthly payments of no less than \$500 payable on the last business day of each month until the rental arrears are paid in full, with the first payment due no later than August 31, 2023. The Respondent was also required to pay monthly assessed rent on time.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on July 1, 2020, and continuing month to month. The assessed rent based on household income was \$140 per month.

The Applicant testified that the Respondent left the community the end of July 2024, on a community charter and had notified them that they were currently not planning to return to the community but would confirm that. The Applicant did not receive further confirmation from the Respondent and determined the tenancy abandoned October 31, 2024, in keeping with the house rules that form part of the tenancy agreement. Under the house rules, the Applicant testified, tenants who leave the community are provided three months to return before their tenancy is deemed abandoned, unless the tenant otherwise indicates their plans to continue or terminate their tenancy.

Under subsection 1(3) of the Act, “a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with this Act, and (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent is no longer sufficient to meet the tenant’s obligation to pay rent.”

It is my opinion that considering the absence of any clear communication from the Respondent about their plans for their tenancy, it was reasonable for the Applicant to determine the tenancy had been abandoned in October 2024. The Respondent had not provided information about their intentions related to the tenancy, was not paying rent, and according to the Applicant was also not paying their utilities.

I am satisfied there was a valid tenancy agreement between the parties in accordance with the Act and the tenancy was deemed abandoned on October 31, 2024.

Rental arrears

The lease balance statement provided, as evidence, represents the Landlord’s accounting of monthly rents and payments received against the Respondent’s rent account. According to the statement provided with the application, dated October 16, 2024, and the testimony of the Applicant, the Respondent at the end of their tenancy had outstanding rental arrears totalling \$5,189. This amount includes \$4,139 owing on the previously ordered amount of \$9,819 under Rental Officer Order #18010, and \$1,050 owing on rental arrears that accrued since the previous order.

Previously ordered amount	\$9,180
Payments made	- <u>\$5,680</u> (according to lease balance statement)
Remaining owing on order	\$4,139

Balance on statement	\$5,189
Amount owing on order	- <u>\$4,139</u>
Rent accrued since order	\$1,050.

Under subsection 84(2) of the Act, a rental office may make an order requiring a tenant to compensate a landlord permit the tenant to pay the compensation in a specified number of rent payments periods, and under subsection 84(3) a rental officer may rescind an order under 84(2) and order that compensation still owing be paid in a lump sum.

At the hearing, I stated my intention to rescind the previous order and order rent owing in a lump sum. When asked what the status of the security deposit was, the Applicant reported that they hadn't determined what, if any, repairs were required to the rental premises as they were short staffed, and as a result they hadn't dealt with the security deposit. They reported that the security deposit paid was \$1,445, and they had informed the Respondent verbally that they would be deducting rent owing from the security deposit.

I reminded the Applicant of the requirements under subsection 18(7) of the Act to provide the Respondent with a written statement detailing the Applicant's intentions regarding the security deposit within 10 days of them vacating or abandoning the rental premises. I also indicated that in my calculations of the rental arrears owing that could be ordered that I would deduct the security deposit with interest.

Amount owing	\$5,189.00	(previously ordered amount owing and accrued arrears)
	<u>- \$1,445.88</u>	(security deposit paid with interest calculated)
	\$3,743.12	lump sum balance owing that can be ordered.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and after the security deposit is applied, I find they have rental arrears owing, in the amount of \$3,743.12.

Orders

An order will issue:

- rescinding previous Rental Officer Order file #18010 (ss 84(3)); and
- requiring the Respondent to pay rent owing in the amount of \$3,743.12 (p. 41(4)(a) and ss 84(3)).

Janice Laycock
Rental Officer