

IN THE MATTER between **HNT**, Applicant, and **JE**, 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 **town of Inuvik in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CC, representing the Applicant

CK, representing the Applicant

Date of Decision: May 14, 2025

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against JE as the Respondent/Tenant was filed by the Rental Office March 19, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent April 8, 2025.

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

A hearing was scheduled for May 14, 2025, by three-way teleconference. CC and CK appeared representing the Applicant. The Respondent did not appear nor did anybody on their behalf. As the Respondent was served with the application by personal service on April 8, 2025, the hearing proceeded in their absence in pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested documents and to better review the evidence and testimony.

Tenancy agreement

Evidence was presented establishing a month-to-month tenancy agreement between the parties for subsidized public housing starting June 1, 2019 to October 24, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Arrears

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

To support the Landlord's claim entered into evidence are the lease balance statement and associated notes.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the Tenant's calculated rent was based on income. The statement indicated the last time the Tenant was at a zero or positive balance was November 30, 2022. At the time of the application, the monthly rent charge was \$80.00. The statement also included damages in the amount \$825.02. Damages are not considered rental arrears. After removing the damages, the arrears balance claimed is \$1,160.00.

The Rental Officer questioned the rent charges on the statement and why the statement included in the application included rent charges up to March 31, 2025. The Landlord's representative acknowledged the error and that rent should not have been charged. A corrected lease balance statement was requested and provided. After removing the damage charges, I find an arrears balance of \$742.00.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant accumulated rental arrears in the amount of \$742.00.

Tenant damages

The Landlord claimed costs for repair of damages to the rental premises. The Landlord's representative state there was an issue regarding work orders as they were received on April 2, 2025 and were not included in the application. The Landlord stated they only have one work order.

The Rental Officer questioned and the Landlord's representative spoke to the two recorded damage charges recorded on the lease balance statement. One charge was boarding up of a window. The Landlord's representative also noted they got a repair charge invoice in April for \$11,672.00. The Rental Officer pointed out the Landlord had sufficient time to file an amendment and supporting documents to the Rental Office and serve the Tenant. The Landlord's representative acknowledged their error.

As supporting documents were not provided, the claim for damages is **dismissed**.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$742.00 (p. 41(4)(a)).

Jerry Vanhantsaeme
Rental Officer