

IN THE MATTER between **UHA (NWTHC)**, Applicant, and **JB**, 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 **Hal Logsdon**, Deputy Rental Officer,

BETWEEN:

UHA (NWTHC)

Applicant/Landlord

-and-

JB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 10, 2019

Place of the Hearing: Yellowknife, Northwest Territories, via teleconference

Appearances at Hearing: FG, representing the Applicant
SJ, representing the Applicant
JB, Respondent

Date of Decision: July 10, 2019

REASONS FOR DECISION

The monthly tenancy agreement between the parties was made in writing and commenced on April 1, 2012. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondent.

A previous order (#15398, filed on February 28, 2017), ordered the Respondent to pay rent arrears of \$14,947 and terminated the tenancy on May 31, 2017, unless at least \$1,278 of the arrears and the rents for March, April, and May 2017 had been paid on or before that date. The Respondent met the conditions of the order and termination and eviction were avoided. Since the order was issued, the Applicant has received the \$14,947 through garnishment action.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance of rent owing in the amount of \$9,445.73. The Applicant sought relief in that amount.

The Respondent did not dispute the allegations and outlined her personal struggles dealing with addiction.

In determining the amount of rent arrears owing at the February 2017 hearing, the Rental Officer denied arrears of \$6,045.73 which had accrued during a separate joint tenancy agreement. Those rental arrears remain part of the current balance. Reducing the balance owing by that amount, I find current rent arrears of \$3,400.

Balance as per ledger	\$9,445.73
Less denied arrears	<u>(6,045.73)</u>
Rent arrears	\$3,400.00

The Respondent entered into an agreement with the Applicant on August 23, 2018, to pay a lump sum payment of \$790 on or before August 28, 2018, and to pay the monthly rent plus \$583 per month until the rent arrears were paid in full. The Respondent has failed to satisfy that agreement and has failed to pay any rent whatsoever since March 2019.

The Applicant requested that any termination/eviction order issued provide the Respondent one or two months to permit the Respondent to find other accommodation.

I find the Respondent in breach of the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order unless the rent arrears of \$3,400 are paid in full and the rents for August and September 2019 are paid in full. Assuming the August and September rents remain at \$790 per month, that amount will be \$4,980.

Rent arrears to July 10/19	\$3,400
Estimated August rent	790
Estimated September rent	<u>790</u>
Estimated Total	\$4,980

An order to terminate the tenancy agreement shall issue to be effective September 1, 2019, and an eviction order shall issue to be effective on September 2, 2019, unless the rent arrears and rents for August and September 2019 are paid in full on or before September 1, 2019.

Hal Logsdon
Deputy Rental Officer