

IN THE MATTER between **F.L.**, Applicant, and **P.B.**, 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**, Rental Officer,

BETWEEN:

F.L.

Applicant/Landlord

-and-

P.B.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 21, 2019
<u>Place of the Hearing:</u>	Yellowknife, via teleconference
<u>Appearances at Hearing:</u>	E.M., representing the applicant P.B., respondent
<u>Date of Decision:</u>	August 21, 2019

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondent.

The monthly tenancy agreement between the parties was made in writing and commenced on May 5, 2014. The respondent is the sole tenant. The monthly rent for the premises is \$375.

A previous order (file #10-14674, filed on August 10, 2015) required the respondent to pay future rent on time.

The applicant provided a copy of the lease balance statement in evidence which indicated a balance or rent owing in the amount of \$7785 as at August 1, 2019. The applicant testified that no payments had been made since the issuance of that statement. The statement indicates that no payments of rent have been made since March, 2018.

The applicant also provided an agreement to pay the rent arrears in monthly payments which was executed in May, 2019 and numerous notices regarding the rent arrears.

The respondent did not dispute the allegations but indicated that he had not occupied the premises on a regular basis since January, 2019. He stated that the water and electricity had been cut off due to non-payment, the house smelled of sewage and furnace exhaust and was difficult to heat. The respondent stated that he suffered from a respiratory condition and preferred to live in the bush rather than occupy the house. He stated that he lived on a disability pension only and was unable to pay for the rent or the utilities.

The applicant stated that they had retained a contractor to inspect the premises and repairs had been completed. She stated that the damages were due to freezing when the tenant left the unit unoccupied without notifying the landlord, a breach of the tenancy agreement. The respondent disputed the applicant's testimony that the problems with the unit had been resolved.

Rent Arrears

The lease balance statement includes two payments totalling \$500 representing security deposit payments. As there is no corresponding debit, these payments appear to be part of the rent arrears balance. The applicant acknowledged that they held a security deposit of \$500. At the previous hearing, the Deputy Rental Officer denied a charge of \$448, finding that it

represented arrears from a previous tenancy.

Taking these entries into consideration, I find rent arrears of \$7837 calculated as follows:

Balance as per statement	\$7785
plus S/D credits	500
less denied arrears	<u>(448)</u>
Rent arrears	\$7837

Termination/Eviction

I find the respondent in breach of his obligation to pay rent, and in breach of the previous order to pay rent on time. In my opinion there are sufficient grounds to terminate this tenancy unless the rent arrears are paid in full.

Although the respondent appears to have had sufficient income to participate in this program, the current burden of the rent plus the operating expenses of the premises are clearly beyond his means. Regardless of any failure of the landlord to repair, a matter which I am unable to determine from the evidence, the respondent is seriously in arrears. Given his circumstances, it is unlikely he would be able to afford the rent and utilities regardless of the condition of the premises. It is unfortunate that he was not able to access rent-geared-to-income housing with subsidized utilities before his rent and utility arrears became unmanageable. I find the eviction of the respondent reasonable.

An order shall issue terminating the tenancy agreement on October 31, 2019 unless the rent arrears and the rent for September and October, 2019 are paid in full I find that amount to be \$8587.

Current rent arrears	\$7837
September rent	375
October rent	<u>375</u>
Total	\$8587

An eviction order shall become effective on November 1, 2019 unless the rent arrears and the rents for September and October, 2019 are paid in full on or before October 31, 2019.

Hal Logsdon
Deputy Rental Officer