

IN THE MATTER between **NTHC**, Applicant, and **RW(M)**, 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,

BETWEEN:

NTHC

Applicant/Landlord

-and-

RW(M)

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 9, 2019**

Place of the Hearing: **Whati, Northwest Territories**

Appearances at Hearing: **KAF, representing the Applicant**

Date of Decision: **October 9, 2019**

REASONS FOR DECISION

An application to a rental officer made by WHA on behalf of the NTHC as the Applicant/Landlord against RW(M) as the Respondent/Tenant was filed by the Rental Office on August 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The filed application was personally served on the Respondent on September 13, 2019.

The Applicant claimed that the Respondent had rental arrears and an order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 9, 2019, and both parties were provided notice of this hearing. Janice Laycock, Rental Officer, appeared by telephone. KAF appeared representing the Applicant. No one appeared for the Respondent.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement for subsidize housing under the Homeownership Entry Level Program (HELP) beginning April 1, 2014. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous Orders

Rental Officer Order Number 10-14152 issued on September 24, 2014, related to a joint tenancy agreement for subsidized public housing with RW(M) and MM (described as lease 6342) and a sole tenancy with Mr. W (lease 6344).

Under this order:

1. Mr. W and Ms. M were required to pay rental arrears in the amount of \$3,953.84;
2. Mr. W was required to pay rental arrears in the amount of \$10,900 in minimum monthly payments of \$125 starting in October 2014 and until the rental arrears were paid in full;
3. Mr. W was required to pay his rent in full and on time; and
4. If monthly installments on the arrears and rent were not paid on time, then the tenancy would terminate on March 31, 2015.

Rental Officer Order Number 10-14928 issued on March 23, 2016, revisited the earlier Rental Officer Order, examined further arrears on the part of Mr. W, and denied the Applicant's request for eviction.

Under this order:

1. Paragraph 2 of Rental Officer Order Number 10-14152 was rescinded and Mr. W was ordered to pay rental arrears totalling \$15,140.

Rental Arrears

The lease balance statements entered into evidence provide information on charges and payments on the previous tenancy agreements as well as the current agreement with the Respondent through the Homeownership Entry Level Program.

According to this information, the joint arrears of \$3,953.84 (paragraph 1 of Order #10-14152) were paid on March 28, 2017, through a Canada Revenue Agency (CRA) remittance. Of the remainder of the arrears of \$15,140 (Order #10-14928), \$9,050 have been paid mostly through CRA remittances and garnishees. This means that the Respondent still has \$6,090 in arrears that were previously ordered to be paid.

According to the lease balance statement the Respondent currently owes \$7,233.84. This balance includes the \$6,090 in rental arrears previously ordered. As explained at the hearing, because this amount was previously ordered it cannot be included in this order. When the previous ordered amount is deducted from the balance, the arrears owing on the current tenancy are \$1,143.84.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondent's rental account. I find that the rental arrears on the current tenancy are \$1,143.84.

Termination and Eviction

When examining the previous orders and the lease balance statements provided I see a history of non-payment of rent or only partial payment of the rent. In the seven month period from April 2019 to October 2019 the total rent assessed at the subsidized rate of \$375 per month was \$2,625 while the amount of rent paid was only \$750.

The Applicant testified that they have made numerous attempts to collect on the arrears and a last chance agreement was entered into with the Respondent. This agreement was not included in the evidence, but the Applicant testified that the Respondent agreed to pay \$125 on the arrears each month in addition to their assessed rent. According to the lease balance statement, payments of \$125 on the arrears were made in December, January, and February, but only \$190 has been paid on the arrears since then.

Based on the previous orders, the evidence presented, and the testimony of the Applicant, I find that the Respondent has repeatedly failed to pay their full rent when due and have accumulated further arrears on their current tenancy. For these reasons I am satisfied that termination of the tenancy agreement and eviction are justified. However, it is my understanding that the Applicant is willing to work with the Respondent. Considering this, the termination and eviction orders will be conditional on the Respondent paying off his rental arrears by the end of January 2020 and paying rent on time in the future.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$1,143.84 and to pay his rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement January 31, 2020, unless the rental arrears are paid in full and the rents for November and December 2019 and January 2020 are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises on February 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer