

IN THE MATTER between **NTHC**, Applicant, and **JS**, 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-

JS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 22, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KO, representing the Applicant

Date of Decision: January 29, 2020

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against JS as the Respondent/Tenant was filed by the Rental Office on October 24, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served by registered mail on the Respondent signed for on December 6, 2019.

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

A hearing scheduled for January 9, 2020, was postponed at the request of the Applicant. The hearing was rescheduled to and held January 22, 2020. The hearing proceeded by three-way teleconference and both parties were provided notice of the rescheduled hearing. Janice Laycock, Rental Officer, and KO, representative for the Applicant, appeared. No one appeared representing the Respondent. As the Respondent received notice of the hearing by registered mail deemed served on January 16, 2020, the hearing proceeded in their absence under section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing commencing on September 1, 2017, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence provides information on charges and payments on the rental account. An updated statement printed January 22, 2020, was presented by the Applicant on the day of the hearing. According to this statement the Respondent's rent was \$80 per month and their current arrears were \$830.00.

As the Respondent was not at the hearing and had not been provided a copy of the updated statement by the Applicant, the hearing was adjourned to allow time for service. According to the Applicant the statement was sent to the Respondent by registered mail, deemed served on January 29, 2020.

Termination of the tenancy agreement and eviction

A last chance agreement signed by all parties on September 25, 2019, was provided as evidence. According to this agreement, the Respondent agreed to pay \$75 towards arrears and \$80 each month in addition to their rent (\$80). According to the lease balance statement, the Respondent has not abided by this agreement, paying only \$220 of the \$635 owing under the agreement. The Respondent also has a long history of not paying rent when due, or at all. According to the lease balance statement no rent was paid from September 2019 to February 2019, and no rent was paid in the period April 2019 to September 2019.

In light of the Respondent's history, including his continued failure to pay the rent and arrears, I am satisfied that termination of the tenancy agreement and eviction are justified. However, as the Applicant expressed a willingness to give the Respondent another chance to pay off his arrears as agreed to in the last chance agreement, the termination and eviction orders will be conditional on the Respondent paying the rents for February, March, and April 2020 on time and paying off at least \$240 of the rental arrears during this period.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears of \$830 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement on April 30, 2020, unless the rents for February, March, and April 2020 are paid on time and at least \$240 of the rental arrears are paid during this period (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises on April 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer