

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

**BMC**

Respondent/Tenant

**REASONS FOR DECISION**

Date of the Hearing: May 13, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

Date of Decision: May 13, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by the FMHA on behalf of the NTHC as the Applicant/Landlord against BMC as the Respondent/Tenant was filed by the Rental Office on February 7, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was sent to the Respondent by registered mail signed for on April 23, 2020.

The Applicant claimed the Respondent had rental arrears and had caused damages to the rental premises. An order was sought for payment of the rental arrears and payment of the costs for repairs, as well as for termination of the tenancy agreement, eviction, and compensation for use and occupancy after termination of the tenancy agreement.

On May 12, 2020, the Applicant sent an email and updated lease balance statement to the Rental Office. The email reported that the tenant had paid the rental arrears and costs for repairs in full. The Applicant withdrew their request for termination of the tenancy agreement, eviction, and compensation for use and occupation, but still sought an order to pay future rent when due. At the hearing the Applicant testified the Respondent had not received the email but had received an updated copy of their statement after making the latest payments.

A hearing was held May 13, 2020, by three-way teleconference. Appearing at the hearing were Janice Laycock, Rental Officer, and SW, representing the Applicant. No one appeared for the Respondent. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The Applicant testified and evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing beginning on April 1, 2012. Their subsidized rent is currently \$70 per month. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

### *Rental Arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received on the Respondent's rental account. According to the updated lease balance statement, recording charges and payments as at May 1, 2020, the Respondent currently has a credit on their account.

Prior to May 2020, the Respondent did not pay any rent in 8 of the last 10 months. Under subsection 41(1) of the Act, "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement." Paragraph 41(4)(b) of the Act allows on application to a rental officer for an order to be made "requiring the tenant to pay his or her rent on time in the future." It is clear that the Respondent has repeatedly breached their obligation to pay rent when due and I find an order to pay rent on time in the future is justified.

### *Order*

An order will be issued requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).

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Janice Laycock  
Rental Officer