

IN THE MATTER between **NTHC**, Applicant, and **LAK**, 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:

NTHC

Applicant/Landlord

-and-

LAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 29, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: FT, representing the Applicant
LAK, Respondent

Date of Decision: October 2, 2020

REASONS FOR DECISION

The monthly tenancy agreement between the parties was made in writing and commenced on May 3, 2013. The premises are subsidized public housing and the monthly rent is currently \$555. The Applicant holds a security deposit of \$1,445.

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

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing of \$4,223.46.

The Applicant stated that they had not received any written notice from the Respondent regarding their inability to pay the rent due to the COVID-19 pandemic.

The Respondent stated that their employment contract had expired in late March and that they had been without employment income since then. She stated that her employment insurance application had been approved on September 22nd and that she had sought an adjustment of her rent assessment from the Landlord. She stated that this situation had occurred previously and the rent had been retroactively adjusted. The Applicant acknowledged that the request for a reassessment of rent had been received and was being processed.

A review of the lease balance statement indicates that during the period July through November 2018 the Respondent was paying significantly more than the rent of \$70 per month which now shows on the ledger. During this period, a credit balance accumulated and the Respondent stopped paying rent, using the credit that had accrued. This indicates that the monthly rent was reassessed during this period and the statement altered accordingly.

The lease balance statement indicates a balance of rent owing as at March 31, 2020, of \$2,620.51. I assume that the rent assessed to that date was accurately assessed on the Respondent's household income. Assuming that the rent will be retroactively adjusted as before, the monthly rents after March 31st of \$555 per month are most likely inaccurate. I am unable to determine from the evidence what monthly rent assessments should be applied. Unfortunately, rent assessments are done at a central location and the Landlord's representative was unable to provide any guidance as to what a revised assessment might be.

Since March 31, 2020, the Applicant has paid a total of \$1,875 leaving a balance of \$745.51 plus the rents for April through September 2020. I cannot determine what these rents will be but as the minimum monthly rent is \$70, I know the total rents for that period will be at least \$420.

In my opinion, it would be inappropriate to issue an order for rent arrears which are likely to be adjusted downward. It appears that the reassessment process is underway. It is also evident that the Respondent is making an effort to pay the rent but has been unable to pay the current inaccurate assessment due to her loss of income. This tenancy has not been in serious arrears until recently. In my opinion, termination of the tenancy is not warranted at this time.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$1,165.51 and to pay future rent on time. I calculate that amount as follows:

Rent arrears as at March 31, 2020	\$2,620.51
Rent paid since March 31, 2020	(1,875.00)
Minimum rent, April - September (\$70/mo)	<u>420.00</u>
Total	<u>\$1,165.51</u>

I note that the amount owed by the Respondent after reassessment may be more than the amount of this order. I trust the parties will be able to agree on the orderly repayment of the ordered amount plus any additional amount due to the reassessed rent.

Hal Logsdon
Rental Officer