

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

NN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KAF, representing the Applicant

Date of Decision: November 6, 2020

REASONS FOR DECISION

An application to a rental officer made by the WHA on behalf of the NTHC as the Applicant/Landlord against NN as the Respondent/Tenant was filed by the Rental Office on October 1, 2020. 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 October 14, 2020.

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

A hearing was scheduled for November 4, 2020, and notice was provided to both parties. The hearing proceeded by three-way teleconference. KAF attended the hearing representing the Applicant. No one appeared for the Respondent. As the Respondent was personally served with notice of the hearing on October 14, 2020, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing for the period from June 23, 2015, to September 23, 2015, and then 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 provided by the Applicant was incomplete and did not include information on charges and payments for November and December 2019, or for April to June 2020. At the hearing, a complete lease balance statement for the period from January 1, 2019, (when there was a zero balance) to November 1, 2020, was requested and my decision was reserved pending receipt of this information. The revised statement was received at the Rental Office on November 4, 2020 and a copy was provided to the Respondent.

The lease balance statement entered into evidence provides information on charges and payments on the rental account during the period where the arrears accrued. According to this statement the Respondent's subsidized rent during this time varied from \$845 per month to \$580 per month, and is currently assessed at \$345 per month. After failing to pay the rent for 15 months, the Respondent's current rental arrears are \$7,026.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and I find the Respondent currently owes rental arrears totalling \$7,026.

Termination of the tenancy agreement and eviction

The Applicant testified that they had not received any notice from the Respondent concerning their inability to pay the rent due to the COVID-19 pandemic. According to the lease balance statement, the Respondent has not paid any rent since August 2019, a period of 15 months.

A last chance agreement was signed by the parties on November 18, 2019, when the Respondent agreed to pay \$375 by November 23, 2019, and then \$120 per month thereafter towards the rental arrears. No payments were made, and although the Respondent has contacted the Applicant and talked about coming in to make payments, they did not follow through.

In light of the Respondent's repeated failure to pay the rent or arrears I am satisfied that termination of the tenancy agreement and eviction is justified. However, the Applicant has expressed a willingness to give the Respondent a chance to pay off their arrears. The termination and eviction orders will be conditional on the Respondent paying rent for December 2020, January 2021, and February 2021 on time and paying their rental arrears of \$7,026 in full.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$7,026.00 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement on February 28, 2020, and requiring the Respondent to vacate the rental premises on that date, unless the monthly subsidized rents for December 2020, January 2021, and February 2021, is paid on time and the arrears are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises known as Unit 705D in Whati, Northwest Territories, on or after March 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer