

IN THE MATTER between **NTHC**, Applicant, and **RL**, 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, regarding a rental premises located within the **town of Hay River in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

- and -

RL

Respondent/Tenant

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Under paragraph 41(4)(a) and paragraph 41(4)(b) of the *Residential Tenancies Act*, the Respondent must pay their rental arrears in the amount of \$320 (three hundred twenty dollars), and must pay their rent on time in the future.
2. Under paragraph 14.2(2)(a) of the *Residential Tenancies Act*, the Respondent must pay the remainder of their security deposit in the amount of \$794 (seven hundred ninety-four dollars).
3. Under paragraph 41(4)(c), paragraph 14.2(2)(d), and subsection 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate on December 31, 2020, and the Respondent must vacate the rental premises on that date, unless the rental arrears and the security deposit arrears are paid in full.

4. Under paragraph 63(4)(a) and subsection 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 3 of this order, the Respondent will be evicted from the rental premises known as 301-46 Woodland Drive, in Hay River, Northwest Territories, on or after January 1, 2021.

DATED at the city of Yellowknife in the Northwest Territories this 4th day of December 2020.

Janice Laycock
Rental Officer

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

RL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 2, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: December 2, 2020

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against RL as the Respondent/Tenant was filed by the Rental Office November 3, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was deemed served on the Respondent by registered mail on November 24, 2020.

The Applicant claimed that the Respondent had rental arrears and had not paid all of their security deposit. An order was sought for payment of rent owing, payment of the security deposit arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 2, 2020, and notice was provided to both parties. The hearing proceeded by three-way teleconference. AS appeared at the hearing representing the Applicant. No one appeared for the Respondent. As the Respondent was deemed served with notice of the hearing on November 24, 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 commencing on July 15, 2020, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rent arrears

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to an updated statement provided to the Rental Office and the Respondent prior to the hearing, the Respondent's rent is \$80 per month, and they paid no rent for the months September, October, and November. On November 30, 2020, the Respondent's rental arrears were \$240. At the hearing the Applicant also testified that rent for December which was due on December 1, 2020, was not paid, making their current arrears \$320.

When asked about any impacts to the Respondent's income as a result of COVID-19, the Applicant testified that the Respondent is paying the minimum rent, had worked locally over the summer, and had not claimed an impact to their income as a result of COVID-19.

I am satisfied that the lease balance statement provided accurately reflects the status of the Respondent's rent account to the end of November 2020 and, based on the Applicant's testimony, December's rent has also not been paid when due. I find the Respondent has repeatedly failed to pay any rent for the last four months and has accumulated rental arrears in the amount of \$320.

Security deposit

Under section 9 of the written tenancy agreement the security deposit was \$1,200 and was to be paid in two payments - 50 percent at the beginning of the tenancy and 50 percent within three months. This provision is in accordance with section 14 of the Act.

According to the testimony of the Applicant, the Respondent was permitted to pay less than 50 percent of the security deposit at the commencement of their tenancy and the remainder by October 15, 2020. According to the lease balance statement provided as evidence, the Respondent paid \$306 on their security deposit on July 15, 2020, and made one further payment of \$100 on November 12, 2020. The Respondent still owes \$794 on their security deposit. The Applicant testified and provided evidence that the Respondent had repeatedly been reminded about their responsibility to pay the security deposit.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondent's payments towards their security deposit. I find that despite numerous reminders the Respondent has repeatedly failed to pay the full amount of the security deposit when due and currently owes \$794.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay their rent and the amount owing on their security deposit I am satisfied termination of the tenancy agreement and eviction are justified. However, by agreement of the Applicant, the termination and eviction orders will be conditional on the Respondent paying their rental arrears and security deposit arrears in full.

Order

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$320 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay the remainder of their security deposit in the amount of \$794 (p. 14.2.(2)(a));
- terminating the tenancy agreement on December 31, 2020, unless the rental arrears and the security deposit are paid in full (p. 41(4)(c), p. 14.2(2)(d), ss.83(2)); and
- evicting the Respondent from the rental premises on January 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer