

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

TF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 7, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: April 7, 2021

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against TF as the Respondent/Tenant was filed by the Rental Office February 26, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in the town of Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on March 16, 2021.

The Applicant claimed the Respondent had repeatedly failed to pay rent when due. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held April 7, 2021, by three-way teleconference. AS appeared representing the Applicant. The Respondent was served notice of the hearing by registered mail on March 16, 2021, but failed to appear at the hearing. No one appeared on the Respondent's behalf. The hearing proceeded in the Respondent's absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #15835 issued March 16, 2018, ordered the Respondent to pay rental arrears in the amount of \$240 and to pay future rent on time

Rental Officer Order #16694 issued November 27, 2019, ordered the Respondent to pay their rent on time in the future.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on October 24, 2012, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rents have been subsidized and were last assessed at \$365 per month.

At the hearing the Applicant testified that based on the most recent statement the Respondent currently owes \$950. Despite the two previous orders requiring the Respondent to pay their rent on time, the Respondent continues to not pay their rent in full and when due. According to the lease balance statement, since August 2020 rent was not paid in six of the nine months. Additional payments were made on their arrears in three of the nine months.

The Applicant testified and provided evidence that they had made numerous attempts to work with the Respondent on the rental arrears. The Applicant report that in one conversation the Respondent had mentioned that they had changed jobs and thought their rent was too high. However, the Respondent had made no attempt to have their income reassessed and was not responding to calls from the Applicant.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent when due and has accumulated rental arrears in the amount of \$950.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due contrary to both the Act and two previous Rental Officer orders, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying their rental arrears in full and paying their monthly subsidized rents for May, June, and July on time.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$950 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement July 31, 2021, unless the rental arrears are paid in full and the monthly subsidized rents for May, June, and July are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises August 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer