

IN THE MATTER between **NTHC**, Applicant, and **MB**, 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 **Adelle Guigon**, Rental Officer;

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**MB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 15, 2021

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** LP, representing the Applicant  
MB, Respondent  
MP, spouse of the Respondent

**Date of Decision:** April 15, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against MB as the Respondent/Tenant was filed by the Rental Office March 5, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondent March 31, 2021.

The Applicant alleged the Respondent had repeatedly failed to pay the rent in full when due, had accumulated rental arrears, had failed to comply with a Rental Officer order to pay future rent on time, had caused damages to the rental premises, and had failed to pay the costs of repairs in a timely manner. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was held April 15, 2021, by three-way teleconference. LP appeared representing the Applicant. MB appeared as Respondent with his spouse, MP.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing August 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Rental Officer Order #20-14328 issued November 13, 2014, ordered: the Respondent to pay rental arrears of \$5,545 in minimum monthly installments of \$100 per month starting in November 2014; and the Respondent to pay future rent on time.

Rental Officer Order #20-15018 issued March 3, 2016 rescinded paragraph 1 of Rental Officer Order #20-14328 and ordered: the Respondent to pay rental arrears in the amount of \$6,180; and termination of the tenancy agreement June 30, 2016, unless the rental arrears were paid in full. The monetary order was effectively paid in full by February 10, 2017. The tenancy was permitted to continue despite the Respondent's failure to comply with the terms of the order, effectively reinstating the tenancy as of July 1, 2016.

Rental Officer Order #15987 issued May 30, 2018, ordered: the Respondent to pay rental arrears in the amount of 3,325; the Respondent to pay future rent on time; the Respondent to pay costs of repairs in the amount of \$97.87; termination of the tenancy agreement September 30, 2018, unless the rental arrears were paid in full and the monthly subsidized rents for June, July, August, and September were paid on time; and eviction October 1, 2018, if the termination of the tenancy agreement became effective. The monetary order was effectively paid in full by December 4, 2018. The tenancy was permitted to continue despite the Respondent's failure to comply with the terms of the order, effectively reinstating the tenancy as of October 1, 2018.

Rental Officer Order #16779 issued January 14, 2020, ordered: the Respondent to pay rental arrears in the amount of \$5,021; the Respondent to pay future rent on time; termination of the tenancy agreement April 30, 2020, unless at least \$100 was paid each month towards the rental arrears and the monthly subsidized rents for February, March, and April were paid on time; and eviction May 1, 2020, if the termination of the tenancy agreement became effective. The monetary order was effectively paid in full by January 22, 2021. The tenancy was permitted to continue despite the Respondent's failure to comply with the terms of the order due to the COVID-19 pandemic, and the tenancy was effectively reinstated as of May 1, 2020.

#### *Rental arrears*

The lease balance statement and lease ledger entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$325 per month. Either insufficient payments or no payments were received in 9 of the last 24 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging his debt and accepting responsibility for it. He made a commitment on behalf of his large family to make the sacrifices necessary to resolve his debt and pay his rent on time going forward. The Respondent offered to pay the subsidized rent plus another \$200 or \$300 each month towards the rent arrears. The Applicant's representative was agreeable to a conditional termination order recognizing this commitment.

I am satisfied the lease balance statement and lease ledger accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent when due, has repeatedly failed to comply with a Rental Officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$3,189.24. That amount represents approximately 10 months' subsidized rent.

### *Repairs*

No evidence was provided to explain or substantiate a charge recorded in the lease ledger on November 3, 2017, for \$285.85. This claim was denied both because there was no substantive evidence to speak to it and because it exceeded the six-month time limit for making an application by more than two years.

A work order was provided documenting the replacement of an inside window pane that had been broken in February 2018. According to the lease ledger, an invoice was issued February 27, 2018, for this repair in the amount of \$347.25. The Respondent recalled this incident and did not dispute his responsibility for it, accepting and acknowledging the debt. Several payments had been received in 2020 and 2021 towards costs of repairs, reducing the balance owing for this claim to \$76.86.

I am satisfied the Respondent is responsible for the broken window pane and I find the Respondent liable to the Applicant for remaining balance of the costs of repairs in the amount of \$76.86.

### *Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent when due, the Respondent's repeated failure to comply with a Rental Officer order to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction order will be conditional on the Respondent paying at least \$200 per month towards the rental arrears and paying future rent on time.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$3,189.24 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to pay costs of repairs in the amount of \$76.86 (p. 42(3)(e));
- terminating the tenancy agreement July 31, 2021, unless at least \$200 is paid each month towards the rental arrears 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)).

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Adelle Guigon  
Rental Officer