

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

**MAG**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 19, 2021</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>DH, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>May 20, 2021</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against MAG as the Respondent/Tenant was filed by the Rental Office March 19, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail on April 27, 2021.

The Applicant claimed the Respondent had repeatedly failed to pay rent in full when due, had accumulated significant rental arrears, and was in breach of a previous order to pay their rent on time. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 20, 2021, but was re-scheduled to May 19, 2021, by three-way teleconference to allow more time for the filed application to be served on the Respondent. Notice of the re-scheduled hearing was provided to all parties. DH appeared representing the Applicant. No one appeared for the Respondent. The hearing proceeded in the Respondent's absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 18, 2016, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #16474 issued June 4, 2019, ordered the Respondent to pay rent on time in the future. Rental Officer Order #15440 issued March 8, 2017, ordered the Respondent to pay rental arrears, pay rent on time in the future, and included conditional termination of the tenancy agreement and eviction unless arrears were paid in full and rent was paid on time.

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account as of January 11, 2021. According to this statement the Respondent's assessed rent is \$365 per month and after having a credit of \$29.57 in June 2020, and not paying any rent from July 2020 to January 2021 they owed \$2,525.43 in rental arrears.

At the hearing the Applicant testified that the Respondent had not paid rent in February and March, but on April 28, 2021 had made a payment of \$1,000 on their rent account, and another payment of \$400 on May 17, 2021. With these payments the Respondent now owed \$2,585.42 in rental arrears. They further testified that the Respondent has a long history of failing to pay the full amount of rent when due and is currently in breach of a rental office order to pay their rent on time in the future.

At the hearing I reserved my decision and requested that the Applicant provide a copy of the most recent lease balance statement so that I could review the payments made and the calculations. The lease balance statement was provided to the Rental Office on May 19, 2021, just after the hearing and confirms the testimony, including that the Respondent has repeatedly not paid their rent when due and currently owes \$2,585.42 in rental arrears.

*Termination of the tenancy agreement and eviction*

I am satisfied based on the evidence, testimony, and previous orders that the Respondent has a lengthy history of not paying the full amount of rent when due and that termination of the tenancy agreement and eviction are justified. Not only is the Respondent currently in breach of the Act, they are also in breach of previous rental officer orders.

*Orders*

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$2,585.43 (p.41(4)(a));
- terminating the tenancy agreement June 10, 2021 (p.41(4)(c)); and
- evicting the Respondent from the rental premises June 11, 2021 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer