

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

**BC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 5, 2021

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

**Appearances at Hearing:** PS, representing the Applicant

**Date of Decision:** May 5, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against BC as the Respondent/Tenant was filed by the Rental Office March 22, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail deemed served April 14, 2021, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of rental arrears, payment of future rent on time, termination of the tenancy agreement, eviction, and compensation for overholding rent.

A hearing was held May 5, 2021, by three-way teleconference. PS appeared representing the Applicant. BC was served with notice of the hearing by registered mail deemed served April 14, 2021. I also called and spoke with the Respondent on May 3, 2021, confirming that the application package was waiting for him to pick up at the Post Office and letting him know that there was a hearing scheduled for May 5, 2021. He acknowledged the information and said he would pick up the package. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 3, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #15917 issued February 28, 2018, ordered the Respondent to pay his future rent on time.

Rental Officer Order #16245 issued November 20, 2018, ordered: the Respondent to pay rental arrears of \$5,180 in installments; the Respondent to pay his future rent on time; termination of the tenancy agreement February 26, 2019, unless \$6,330 was paid towards the rental arrears and rents; and eviction February 27, 2019, if the termination of the tenancy agreement became effective.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account as of March 10, 2021. At hearing, the Applicant's representative provided information on additional transactions that had been recorded against the Respondent's rent account to date and the lease balance statement was adjusted accordingly. All rents have been subsidized and are currently assessed at \$365 per month. No payments have been received in seven of the last 12 months of the tenancy. Of particular note is that at the time that the application was filed the last payment that was received was recorded August 7, 2020, in the amount of \$365, but on April 15, 2021, the Respondent made a payment of \$500 and on May 3, 2021, the Respondent made a payment of \$1,200.

The Applicant confirmed at hearing that the Respondent had not provided written notice that their income had been affected by the COVID-19 pandemic.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent, has failed to comply with two rental officer orders to pay future rent on time, and has accumulated rental arrears in the amount of \$1,585. That amount represents approximately five months' subsidized rent.

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

In light of the Respondent's repeated failure to pay the rent, the Respondent's repeated failure to comply with rental officer orders to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied that termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, I am satisfied that the termination and eviction orders should be conditional for a short period of time on the Respondent paying the rental arrears and subsidized rent for June in full by June 15, 2021.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,585 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement June 15, 2021, unless the rental arrears and the subsidized rent for June are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises June 16, 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