

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

LL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 2, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: June 3, 2021

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against LL as the Respondent/Tenant was filed by the Rental Office April 30, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent on May 14, 2021.

The Applicant claimed the Respondent had rental arrears and an order was sought for payment of rental arrears, payment of rent on time in the future, termination of the tenancy agreement, and eviction.

A hearing was held June 2, 2021, by three-way teleconference. MB appeared representing the Applicant. 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 under subsection 80(2) of the *Residential Tenancies Act*, (the Act).

Preliminary matters

The application to a rental officer identifies the rental premises as "Unit 145 Lot 65B, Fort Providence, NT". The tenancy agreement identifies the rental premises as "Lot 145 - A10". At the hearing the Applicant testified that there was a mistake on the application and the lot should be 145 and the unit number 65B, and that both 65B and A10 addresses are used in the community. The application will be amended to identify the rental premises as "Unit 65B also known as A10, Lot 145, Fort Providence, NT".

Previous order

Rental Officer Order 10-7434 issued July 18, 2003 relates to a joint tenancy with Cheryl Lafferty, is outside of the current tenancy, and is not applicable.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing on March 16, 2021. 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 assessed rent and payments received against the Respondent's rent account as of June 1, 2021. The rent is currently \$580 per month and according to the statements and testimony of the Applicant, the Respondent currently has rental arrears totalling \$2,100.

The lease balance statement includes arrears owing under previous tenancy agreements, including \$60 for the tenancy period October 1, 2012, to June 30, 2020, and a further \$1,632 owing for the tenancy period July 1, 2020, to March 15, 2021. During the period of this latest tenancy the Respondent has accrued a further \$408 in rental arrears up to June 1, 2021.

In reviewing the lease balance statement I found that changes in their household may have contributed to the Respondent getting behind in their rent. According to the lease balance statement the Respondent had a credit of \$90 on their rental account in May 2020, but after not paying rent of \$150 in June 2020 (the end of this agreement), they owed \$60. At the beginning of the next agreement they were charged rent for July of \$1,451 but made payments of only \$320. When I asked why the sudden increase in rent, the Applicant testified that the Respondent had entered into a new agreement as her son and daughter-in-law moved in with her. Because the household income increased the rent was re-assessed and increased accordingly. In August the couple moved out, the rent was re-assessed again and went down to \$580. At this point the Respondent had arrears of \$1,191 and after paying partial or no rent in three of the months, by the time they entered into the most recent agreement they were in arrears totalling \$1,692. As previously mentioned they accrued another \$408 in arrears during this latest tenancy agreement and now owe a total of \$2,100.

At the hearing I requested copies of the tenancy agreements for the previous periods to confirm the details in the lease balance statement that this tenancy was continuous. These copies were provided on June 3, 2021 confirming the testimony and evidence given.

I am satisfied based on the evidence and testimony that the Respondent has accrued rental arrears and I find they currently owe \$2,100 in rental arrears.

Termination of the tenancy agreement and eviction

It is clear from the testimony and evidence that the Respondent has repeatedly not paid their rent when due. However, it is also clear that the Respondent is attempting to deal with their arrears, making a few larger payments including \$1,000 in May 2021 to try to catch up. As a result I do not think that termination of the tenancy agreement and eviction are justified. The Applicant's request for termination of the tenancy agreement and eviction is denied.

Order

An order will be issued requiring the Respondent to pay rental arrears in the amount of \$2,100 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b)).

Janice Laycock
Rental Officer