

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

WK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 16, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: FE, representing the Applicant
CH, representing the Applicant

Date of Decision: June 16, 2021

REASONS FOR DECISION

An application to a rental officer made by the AHA on behalf of the NTHC as the Applicant/Landlord against WK as the Respondent/Tenant was filed by the Rental Office May 12, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Aklavik, Northwest Territories. The filed application was served on the Respondent by registered mail on June 3, 2021.

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

A hearing was held June 16, 2021, by three-way teleconference. FE and CH appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matter

The application to a rental officer identified the landlord as AHA. The written tenancy agreement identified the landlord as NTHC with the AHA as its agent. The parties agreed the application should be amended to identify the Applicant/Landlord as NTHC, and the style of cause will reflect this amendment going forward.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing on April 1, 2012, 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 #15689 issued September 8, 2017, required the Respondent to pay rental arrears of \$1,830; to pay future rent on time; and termination of the tenancy agreement on November 30, 2017, unless at least \$915 of the rental arrears were paid and rents for September, October, and November 2017 were paid on time.

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. According to the statement, on October 13, 2020, the Respondent had a credit on their account of \$69.30 and had previously satisfied Rental Officer Order 15689. After making only one payment of \$70 in the six months from November 2020 to April 2021, their rental arrears totalled \$3,190.40.

The Applicant provided as evidence a notice to the Respondent dated March 10, 2021, reminding them of their arrears, as well as notes on numerous attempts to talk to them about a payment plan.

At the hearing the Applicant testified that the Respondent had also not paid any rent in May or June 2021, and currently had rental arrears of \$4,300.40. On June 16, 2021, the Applicant provided the Rental Office with an updated copy of the lease balance statement, confirming the amount of arrears owing.

I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$4,300.40.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay rent when due and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. At the hearing the Applicant expressed a willingness to work with the Respondent on a payment plan and to give them time to pay off their arrears. The termination and eviction orders will be conditional on the Respondent making a payment of at least \$500 on their arrears and paying future rent on time.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$4,300.40, and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));

- terminating the tenancy agreement on September 30, 2021, unless at least \$500 is paid on the rental arrears and the monthly subsidized rents for July, August, and September are paid on time (p. 41(4)c), ss. 83(2)); and
- evicting the Respondent from the rental premises on October 1, 2021, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer