

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

CK

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
CK, the Respondent

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 CK 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 personally served on the Respondent on June 8, 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, CK, also appeared.

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 August 1, 2018, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

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, the Respondent's rent is currently \$325. On January 24, 2019, the Respondent had a zero balance on their account, but after repeatedly not paying any rent or full rent, arrears accumulated as of April 1, 2021, totalling \$4,860.

The Applicant provided as evidence notices to the Respondent dated October 9, 2019, January 15, 2020, March 10, 2021, reminding them of their arrears. On April 8, 2021, the Respondent was notified that an application to the Rental Office had been made for outstanding arrears.

At the hearing the Applicant testified the Respondent had only made one payment of \$300 for May's and June's rents, and on June 1, 2021, had rental arrears of \$5,210. 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.

At the hearing the Respondent did not dispute the amount owing but asked for more time to pay. They stated they are a single parent and are trying their best to pay the rent.

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 \$5,210.

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 Respondent agreed to pay at least \$100 each month in addition to their rent in an effort to pay off their arrears. The termination and eviction orders will be conditional on the Respondent making a payment of at least \$100 each month 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 \$5,210, 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 \$100 is paid each month 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