

IN THE MATTER between **NTHC**, Applicant, and **RJA and DE**, Respondents.

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-

**RJA and DE**

Respondents/Tenants

**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 RJA and DE as the Respondents/Tenants 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 by registered mail on May 28, 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 Respondents did not appear, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' 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 September 13, 2017, and continuing month to month. 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 subsidized rents and payments received against the Respondents' rent account. According to the statement, the Respondents' rent was \$790, they had a credit on their account on October 29, 2020, of \$180.52, and after not paying full rent in most months, on April 28, 2021, their arrears totalled \$2,139.48.

The Applicant provided as evidence a notice to the Respondent dated March 10, 2021, reminding them of their arrears. On April 8, 2021, the Respondents were notified that an application to the Rental Office had been made for outstanding arrears.

At the hearing the Applicant testified that since the application was made the Respondents had additional rent charges for May and June of \$790 each, had made payments totalling \$1,520 between late April and early June, and currently have rental arrears totalling \$2,199.48. 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 Respondents' rent account. I find the Respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$2,199.48.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay rent when due and the 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 Respondents on a payment plan and to give them time to pay off their arrears. The termination and eviction orders will be conditional on the Respondents making a payment of at least \$200 each month on their arrears and paying future rent on time.

*Orders*

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$2,199.48, 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 \$200 is paid each month on the rental arrears and the monthly rents for July, August, and September are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises on October 1, 2021, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

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Janice Laycock  
Rental Officer