

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

RBJ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 25, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AH, representing the Applicant

Date of Decision: August 25, 2021

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against RBJ as the Respondent/Tenant was filed by the Rental Office May 21, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail on June 8, 2021, and updated materials were served by registered mail deemed served August 13, 2021.

The Applicant claimed the Respondent had failed to pay rent on time and had disturbed other tenants' possession or enjoyment of the residential complex. An order was sought for payment of rental arrears, payment of rent on time in the future, as well as for termination of the tenancy and eviction.

A hearing was scheduled for July 13, 2021, but was rescheduled at the request of the Applicant. The hearing was held on August 25, 2021, by three-way teleconference. AH appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided notice of the hearing by registered mail on August 11, 2021, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

At the hearing the Applicant withdrew their request for payment of rental arrears, claims relating to disturbances, as well as termination and eviction. They explained that the Respondent had been asked to come in to verify their income and when that information was received it was expected that the rent would be adjusted. They asked that an order be issued for payment of rent on time in the future.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement for subsidized public housing commencing on March 9, 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 statements entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. The Applicant had provided updated lease balance statements up to August 1, 2021. According to the most recent statement the Respondent's rent was assessed at \$365 per month and no payments had been made for July and August 2021.

At the hearing the Applicant testified the Respondent had arrears on their account. They acknowledged that part of the arrears were for tenant damages, but the Respondent had also not been paying their rent when due. They explained the Respondent had received payments under the federal government's Canada Emergency Response Benefit (CERB) and as a result rent regularly paid by the Government of the Northwest through the Department of Education, Culture and Employment had stopped and the Respondent wasn't making the payments. Further, as a result of the CERB payments the Respondent's rent had been reassessed and increased to \$365 per month.

The Applicant testified they had spoken to the Respondent and had asked them to verify their income, including if they were still receiving CERB payments. They expected that with this update the subsidized rent would return to \$80 a month. However, until they received a response from the Respondent they could not testify to the amount of rental arrears, and therefore were withdrawing their request for payment of arrears. The Applicant instead asked for an order to pay rent on time as the Respondent had previously not paid their rent on time and had not paid any rent in July or August.

At the hearing I pointed out that the lease balance statements included in the application did not cover the entire tenancy period and I was unable to determine how much of the arrears were for tenant damages as apposed to rental arrears. However, it was clear from the evidence and the testimony of the Applicant that the Respondent had previously carried some arrears for rent and had not paid any rent, even the subsidized rent of \$80 per month, for July and August 2021.

I am satisfied the updated lease balance statement accurately reflects the current status of payments made against the Respondent's rent account. I find the Respondent has previously not paid their rent when due and has failed to pay any rent for July or August 2021.

Orders

An order will issue requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).