

IN THE MATTER between **NTHC**, Applicant, and **JB**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

JB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 16, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SK, representing the Applicant KJ, representing the Applicant JB, Respondent
<u>Date of Decision:</u>	November 16, 2021

REASONS FOR DECISION

The parties entered into a written monthly tenancy agreement starting in April 2012. The premises are subsidized public housing. The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy, and evicting the Respondent.

Rental Officer Order #16551 issued July 10, 2019, required the Respondent to pay rent arrears of \$3,400 and terminated the tenancy agreement unless all outstanding rent was paid on or before September 1, 2019. A ledger provided in evidence by the Applicant indicated that although a significant amount of the outstanding rent had been paid by September 1, 2019, there remained a balance owing. However, the Applicant elected not to enforce the eviction order issued and the tenancy has continued.

The tenant ledger indicated a balance of rent owing as at October 1, 2021, in the amount of \$20,521.23. However, it includes rent arrears of \$6,045.73 that accrued during a previous separate joint tenancy agreement. These arrears were denied under Rental Officer Order #15398 issued February 16, 2017. The Applicant testified that since October 1, 2021, the November rent of \$1,155 had come due and five rent payments of \$70 had been made bringing the balance owing to \$15,280.50. All monthly rents have been calculated based on the household income of the Respondent.

Balance as per ledger	\$20,521.23
Amount previously denied	(6,045.73)
Rent since Oct. 1/21	1,155.00
Payments made since Oct. 1/21	<u>(350.00)</u>
Rent arrears	<u>\$15,280.50</u>

The Respondent did not dispute the amount alleged owing. I find the Respondent in breach of her obligation to pay rent. I find rent arrears of \$15,280.50. The Respondent is currently employed and, judging from her current rent assessment, enjoys a reasonable income. Yet she has accumulated increasing arrears over the past two years. This is the third application filed by the Applicant seeking relief for rent arrears. In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$15,280.50 and terminating the tenancy agreement on January 15, 2022. An eviction order shall become effective on January 16, 2022.

Hal Logsdon
Rental Officer