

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

MK

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 MK, Respondent
<u>Date of Decision:</u>	November 16, 2021

REASONS FOR DECISION

The monthly tenancy agreement between the parties was made in writing and commenced on June 1, 2011. 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 assessed rent. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondent.

The Applicant provided a tenant ledger in evidence which indicated a balance of rent owing as at October 1, 2021, in the amount of \$2,145. The Applicant testified that since that date the November rent of \$325 had come due and no payments had been made, bringing the balance owing to \$2,470.

In September 2021 the Respondent signed an agreement promising to make a payment of \$50 and to pay the assessed rent plus an additional \$250 per month until the rent arrears were paid in full. The tenant ledger indicates that only \$100 has been paid since the agreement was signed.

The Respondent did not dispute the allegations and stated she had been unable to find employment, but had recently sought rent assistance through the *Income Security Program*.

I find the ledger in order and I find the Respondent in breach of her obligation to pay rent. I find rent arrears of \$2,470.

The Respondent's record of rent payment has only recently become more serious. It would appear that she is now taking some action to resolve the problem in order to avoid termination of the tenancy. In my opinion, the tenancy agreement should continue provided the Respondent pays the monthly rent each month and maintains regular payments to address the rent arrears.

An order shall issue requiring the Respondent to pay the monthly rent on time and pay the arrears of \$2,470 in monthly payments of no less than \$100 payable no later than the last day of every month until the rent arrears have been paid in full. The first payment of arrears shall be due in November 2021.

Should the Respondent fail to pay the monthly rent or fail to make the monthly payments of arrears as ordered the Applicant may file an application to rescind this order, to order the Respondent to pay the remaining rent arrears in lump sum, and to terminate the tenancy agreement.

Hal Logsdon
Rental Officer