

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

**AM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 30, 2022

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** MU, representing the Applicant

**Date of Decision:** March 30, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by the FRHA on behalf of the NTHC as the Applicant/Landlord against AM as the Respondent/Tenant was filed by the Rental Office on December 22, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail signed for January 14, 2022.

The Applicant claimed the Respondent had accumulated rental arrears and was responsible for causing damages to the rental premises. An order was sought for payment of rental arrears, payment of rent on time in the future, payment of costs related to repairs of damages, termination of the tenancy agreement, and eviction.

A hearing was held on January 26, 2022, by three-way teleconference. MU appeared representing the Applicant. AM appeared as the Respondent. At this hearing the Applicant testified the Respondent had now provided the household income information required to re-assess their rent subsidies and that re-assessment was currently in progress. They expected this re-assessment would result in a recalculation of the Respondent's subsidized rent retroactive to July 2021.

As it was evident that a recalculation of subsidized rent and rental arrears was forthcoming, I adjourned the hearing of these issues, as well as the related requests for termination of the tenancy and eviction, to a later date. I made a decision on the repair of damages and on February 2, 2022, issued an order to pay costs for the repair of damages in the amount of \$1,219.76.

At the hearing on January 26, 2022, the Respondent raised some concerns about the condition of their rental premises as allowed for under subsection 68(2) of the *Residential Tenancies Act* (the Act). I suggested that the Respondent talk to their Landlord, but if no resolution was possible they could raise these issues when the hearing resumed. If they chose to do so they would need to provide information on the condition of the premises, including evidence such as photos, to both the Rental Office and the Landlord prior to the next hearing. The Respondent did not provide further information relating to the condition of their rental premises for the March 30, 2022, hearing.

The hearing reconvened on March 30, 2022, by three-way teleconference. MU appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. The Respondent was provided notice of the hearing by email deemed served March 6, 2022. As the Respondent failed to appear after receiving sufficient notice of this hearing, under subsection 80(2) of the Act the hearing proceeded in their absence.

#### *Previous orders*

Rental Officer Order #15870 was issued March 7, 2018, and ordered the Respondent to pay rental arrears of \$39,697, ordered the Respondent to pay rent on time in the future, and ordered the conditional termination of the tenancy agreement on September 30, 2018, unless at least \$300 of the arrears were paid and the rents for April to September 2018 were paid on time. At the hearing on January 26, 2022, the Applicant testified that the tenancy had not been terminated as provided for in order #15870.

Rental Officer Order #17444 was issued February 2, 2022, and ordered the Respondent to pay costs for the repair of damages totalling \$1,219.76.

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between the parties commencing on July 1, 2014, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The updated lease balance statement printed on February 17, 2022, and provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to this statement, after income information for 2021 was received from the Respondent the subsidized rent was re-assessed retroactive to July 2021 to \$150 per month. According to the updated statement, since the previous order #15870 was issued the Respondent has accumulated further rental arrears of \$308.

Considering the Respondent had complied with their obligation to provide income information, and the accumulated arrears are fairly minor, the Applicant dropped their request for an order for payment of rental arrears, as well orders terminating the tenancy agreement and for eviction. The Applicant requested only an order for the Respondent to pay rent on time in the future.

I am satisfied the updated lease balance statement accurately reflects the current status of the rental account and find an order to pay future rent on time is justified.

*Order*

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

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Janice Laycock  
Rental Officer