

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

BETWEEN:

NTHC

Applicant/Tenant

-and-

AL and DB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 26, 2022

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: April 26, 2022

REASONS FOR DECISION

The Respondents were served with a notice of attendance and the filed application sent by registered mail and confirmed delivered. The Respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was monthly and commenced on December 12, 2014. The premises are subsidized public housing.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and by breaching previous orders to pay rent on time. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, for termination of the tenancy agreement, and for eviction.

The Applicant stated that since the application was made, the Respondents had paid most of the arrears, now only owed the April 2022 rent which had come due on April 1st. A lease balance statement, entered in evidence, indicated a balance of rent owing in the amount of \$160.

I find the statement in order and I find the Respondents in breach of previous orders to pay rent on time and their current obligation to pay the April 2022 rent. There have been three previous orders issued regarding this tenancy, all concerning rent arrears, damages, or both. The tenancy was terminated by Order #15808 on April 30, 2018, unless rent arrears and repair costs were paid in full. Although these amount were not paid in full, the tenancy continued. The most recent Order #16449 unconditionally terminated the tenancy on April 30, 2019, but was never enforced.

At the hearing, the Applicant requested an order terminating the tenancy agreement if rent was not paid during a future period of time. In my opinion, this form of termination order is unfair as the termination would rely on facts – such as the non-payment of rent and quantum of rent owing – which should be determined at a hearing. The request for such an order is denied. The Applicant withdrew their request for an order terminating the tenancy agreement and sought only an order to pay future rent on time.

An order to pay future rent on time shall issue.

Hal Logsdon
Rental Officer