

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

EF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 20, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DF, representing the Applicant

Date of Decision: April 20, 2022

REASONS FOR DECISION

An application to a rental officer made by the FMHA on behalf of the NTHC as the Applicant/Landlord against EF as the Respondent/Tenant was filed by the Rental Office on March 10, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the Respondent by registered mail on March 28, 2022.

The Applicant claimed the Respondent had accumulated rental arrears and an order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 20, 2022, by three-way teleconference. DF appeared representing the Applicant. EF did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #15978 issued May 30, 2018, ordered the Respondent to pay their rent on time in the future.

Rental Officer Order #16679 written on October 9, 2019, ordered: the Respondent to pay rental arrears of \$520; the Respondent to pay future rent on time; the Respondent to pay costs of repairs totalling \$228.10; conditional termination of the tenancy on January 31, 2020, unless the rental arrears were paid in full and the monthly rents paid on time for November, December, and January; and eviction on February 1, 2020, if the termination of the tenancy became effective. The termination order became effective when the Tenant failed to pay the rental arrears, but the Landlord did not execute the eviction order. As a result, the tenancy was reinstated as of February 1, 2020.

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on October 1, 2015, 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 dated April 19, 2022, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to this statement the subsidized rent was assessed at \$70 per month and the Respondent currently owes a total amount of rental arrears of \$1,315.60.

I am satisfied the updated lease balance statement accurately reflects the current status of the rent account. After deducting the previous amount ordered under Rental Officer Order #16679 of \$520, and accounting for a \$50 payment towards that amount made on October 11, 2019, I find the Respondent has accumulated additional rental arrears in the amount of \$845.60 since the last rental officer order was issued.

Termination of the tenancy and eviction

The Respondent is in breach of two previous rental officer orders. The Applicant provided evidence and testified about repeated attempts to notify the Respondent about the rental arrears. Notices were sent to the Respondent October 22, 2020, December 21, 2021, and February 11, 2022. An attempt was made in August 2021 to develop a payment plan. Despite the previous orders and the Applicant's notices, the Respondent has only made one rent payment for \$5 in the last year.

In light of the Respondent's repeated failure to pay any rent when due and the arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, with the agreement of the Applicant, the termination and eviction orders will be conditional on the Respondent paying the rental arrears that have accumulated since the last rental officer order was issued of \$845.60 by July 31, 2022, and paying the monthly rents when due for May, June, and July 2022.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears accumulated since the last rental officer order was issued in the amount of \$845.60 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on July 31, 2022, unless the rental arrears of \$845.60 are paid in full and the monthly subsidized rents for May, June, and July 2022 are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises on August 1, 2022, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer