

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

**CM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 4, 2022

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

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

**Date of Decision:** May 4, 2022

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### **REASONS FOR DECISION**

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against CM as the Respondent/Tenant was filed by the Rental Office on March 25, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent on April 7, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of rent on time in the future, termination of the tenancy agreement, and eviction.

A hearing was held on May 4, 2022 by three-way teleconference. MB appeared on behalf of the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, under subsection 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in their absence.

#### *Preliminary matter*

The address for the rental premises on the Application is Unit 73C, Lot 230, while the address on the tenancy agreement is House B22. At the hearing, I asked the Applicant to verify the Respondent's address. The Applicant testified there are two numbering systems that are used locally and displayed on the houses but the correct address for the application is Unit 73C, Lot 230.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing for the term November 13, 2020 to June 30, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #17263 issued June 8, 2021, ordered the Respondent to pay rental arrears of \$170, pay rent on time in the future and pay costs for repair of damages totalling \$542.11.

At the hearing, the Applicant testified \$100 had been paid on the previously ordered rental arrears on September 1, 2021, leaving \$70 owing on the rental arrears and \$542.11 for tenant damages.

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*Rental arrears*

The updated lease balance statement provided as evidence represents the Landlord's accounting of the monthly rents and payments received against the Respondent's rent account. According to this statement, the subsidized rent was assessed at \$150/per month in June 2021, \$845/per month for the period July 2021 to March 2021, assessed at \$462 for the month of April, and \$345/ per month beginning in May, 2022. When asked about these changes, the Applicant testified the differences were as a result of changes in the number of people living in the rental unit and their household income. In July 2021, there were four people in the rental unit, this went to three partway through April 2022, and is now just the Respondent and one other person.

According to this statement, the current balance owing by the Respondent for rental arrears is \$5,672.43. Once the previously ordered amount of \$712.11 minus the \$100 paid against the rental arrears is calculated, the Respondent currently has rental arrears totalling \$5,060.32.

I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rental account and I find they have accumulated rental arrears since the previous order totalling \$5,060.32.

*Termination of the tenancy and eviction*

The Applicant provided evidence of numerous notices that had been sent to the Respondent about their rental arrears, including requests to set up a payment plan. Between August 4, 2021 and March 2022, seven notices were sent. At the hearing, the Applicant testified that another notice had been sent in April, 2022. Despite the notices, the Respondent repeatedly has not paid any rent or only partial rent and as a result has accumulated significant arrears. In June 2021, they owed \$170 in rental arrears, eleven months later they owe \$5,060.32.

Given the Respondent's repeated failure to pay the rent when due and the amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, with the Applicant's agreement, the termination and eviction orders will be conditional on the Respondent paying the remainder of the previously ordered arrears and the rental arrears that have accumulated since the last order totalling \$5,130.32, and paying their rent on time for June, July and August, 2022.

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### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$5,060.32 (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 August 31, 2022, unless the total rental arrears of \$5,130.32 are paid, and the rents for June, July and August 2022, are paid on time (p.41(4)(c), ss 83(2)); and
- evicting the Respondent from the rental premises on September 1, 2022, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss 83(2)).

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