

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

AB

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

REASONS FOR DECISION

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against AB 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 38, Lot 119, Street i11, while the address on the tenancy agreement is lot 59-5, B43. 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 38, Lot 119, Street i11, Fort Providence, Northwest Territories.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing for the term October 1, 2012 to June 30, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 \$75/per month in June 2021, and then assessed at \$580 in July 2021, based on household income. After repeatedly not paying their rent, the current balance owing by the Respondent for rental arrears on May 1, 2022, is \$6,060.

I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rental account and I find they have rental arrears totalling \$6,060.

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 November 4, 2021, and March 14, 2022, five notices were sent. At the hearing, the Applicant testified that another notice had been sent in April, 2022. Despite the notices, the Respondent has repeatedly not paid any rent or only partial rent and as a result has accumulated significant arrears. In April 2021, they owed \$0 in rental arrears, just over a year later they owe \$6,060.

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 rental arrears, and paying their rent on time for June, July and August, 2022.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$6,060 (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 rental arrears 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)).

Janice Laycock
Rental Officer