

IN THE MATTER between **NTHC**, Applicant, and **CM and AP**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**CM and AP**

Respondents/Tenants

**REASONS FOR DECISION**

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

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

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

**Date of Decision:** May 6, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against CM and AP as the Respondents/Tenants was filed by the Rental Office 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 served on the Respondent by registered mail on April 19, 2022.

The Applicant alleged the Respondents 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. AP appeared on behalf of the Respondents.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing under the Homeownership Entry Level Program (HELP), commencing on November 3, 2020, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act*, (the Act).

#### *Rental arrears*

The lease balance statement provided as evidence represents the Landlord's accounting of the monthly rents and payments received against the Respondent's rent account. At the hearing, I pointed out that there was a gap in the statements provided and asked for a complete statement covering the Respondent's tenancy. This updated statement was provided later in the day on May 4, 2022.

According to this updated statement, the subsidized rent was assessed at \$375 per month, and after repeatedly not paying their full rent when due, on May 1, 2022 they owed \$2,687.50. I am satisfied the updated lease balance statement accurately reflects the current status of the Respondents' rental account and I find they have rental arrears totalling \$2,687.50.

*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 July 29, 2021 and March 14, 2022, six notices were sent. At the hearing, the Applicant testified they received no response to their notices.

The Respondent testified they had a baby recently and had not keep track of their arrears. They also stated that their mail with the Landlord's statements and notices had only recently been provided to them, as they share a mailbox with someone else. They were expecting to be able to pay the full rent for this month and make a payment of around \$1000 on their arrears and was confident they could pay off the arrears by the end of August, 2022.

At the hearing, I reminded the Respondent they are responsible for keeping track of their payments and arrears, and should do that in the future.

Given the Respondents' repeated failure to pay the rent when due and the amount of subsidized arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, with the Applicant's agreement and considering the Respondents promise to pay their arrears and rent, the termination and eviction orders will be conditional on the Respondents paying their rental arrears in full, and paying their rent on time for June, July and August, 2022.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears totalling \$2,687.50 (p. 41(4)(a));
- requiring the Respondents 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, in full and the rents for June, July and August 2022, are paid on time (p.41(4)(c), ss 83(2)); and
- evicting the Respondents 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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Janice Laycock  
Rental Officer