



IN THE MATTER between **NTHC**, Applicant, and **LAE**, 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, regarding a rental premises located within the **hamlet of Aklavik in the Northwest Territories**.

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**LAE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 24, 2022

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

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

**Date of Decision:** August 24, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by the AHA on behalf of the NTHC as the Applicant/Landlord against LE as the Respondent/Tenant was filed by the Rental Office June 9, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Aklavik, Northwest Territories. The filed application was personally served on the Respondent July 5, 2022.

The Applicant claimed the Respondent had accumulated significant rental arrears and an order was sought to pay rent owing as well as termination of the tenancy agreement and eviction.

A hearing was held August 24, 2022 by three-way teleconference. FE appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been served notice of the hearing by personal service on July 5, 2022, the hearing proceeded in their absence as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Preliminary matter*

In their application, the Applicant provided the name of the Respondent as LE, according to the tenancy agreement the Respondent's full name is LAE. The style of cause was amended accordingly.

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between the parties, for subsidized public housing, commencing on April 1, 2012 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 August 24, 2022, and provided as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to this statement, their assessed rent is currently \$790 and after repeatedly not paying their rent on time the Respondent has arrears of \$10,404. This includes a misc. charge of \$50 on October 14, 2018. As this charge is not part of the rent, I have deducted it from the amount owing, leaving rental arrears of \$10,354 owing.

I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rental account and find the amount owing by the Respondent is \$10,354.

### *Termination and eviction*

The Applicant provided evidence and testified about repeated notices to the Respondent concerning the rental arrears and also provided a copy of the most recent Agreement to Pay Rental Arrears, signed by the Respondent and dated April 26, 2021. Despite the notices and agreement to pay, the arrears continued to accumulate. According to the lease balance statements, the last time the Respondent had a 0 balance was in November 2017. They repeatedly have not paid the full assessed rent or in some months any rent at all. I am satisfied that termination of the tenancy agreement and eviction are justified.

However, in the last few months, the Respondent has made an effort to pay their rent and has started to make some payments on their rental arrears. The Applicant testified the Respondent had contacted them and reported that they expected to receive some money and would be able to pay off all of their rental arrears soon. Considering this, and with the agreement of the Applicant, I will order the Respondent's tenancy terminated on November 30, 2022, unless the rental arrears of \$10,354 are paid in full, and the rent for September, October and November 2022, is paid when due. If the tenancy is terminated, then the Respondent will be evicted from the rental premises on December 1, 2022.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$10,354 (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 November 30, 2022, unless the total rental arrears of \$10,354 are paid, and the rent for September, October and November 2022, is paid on time (p.41(4)(c) and ss 83(2)); and
- evicting the Respondent from the rental premises on December 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