



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

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**BE and JAS**

Respondents/Tenants

**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 BE and JAS as the Respondents/Tenants was filed by the Rental Office on 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 served on the Respondents by registered mail on June 22, 2022.

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

A hearing was held on August 24, 2022 by three-way teleconference. FE appeared representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As the Respondents had been served notice of the hearing by registered mail on June 22, 2022, the hearing proceeded in their absence as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on September 7, 2017 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 Respondents' rent account. When the Application was filed in June, the Respondents' assessed rent was \$790 and they had rental arrears totalling \$9,830. According to the Applicant, the Respondents were successful in having their rent reassessed. According to the updated statement, their assessed rent is currently \$325 and their arrears total \$4,540.

#### *Termination and eviction*

According to the lease balance statements, the Respondents have repeatedly not paid their full rent when due and in some months they have not paid any rent at all. The Applicant provided evidence and testified about repeated notices and discussions with the Respondents concerning the rental arrears. According to the Applicant, many promises were made to pay but not followed through with.

The Applicant testified the Respondents had recently come into the office and agreed to pay \$500 per month - \$325 for rent and \$175 per month on their arrears. As of August 24, 2022, they had paid the full rent for the month and \$75 on their arrears. Although not a full payment as agreed, the Applicant was encouraged by this step.

Based on the evidence and testimony, I am satisfied that termination and eviction are justified. However, based on the recent discussions with the Respondents regarding a payment plan, I proposed at the hearing that an order be issued as provided for in subsection 84(2) of the Act, "Where a rental officer makes an order requiring a tenant to compensate a landlord, the rental officer may make an order permitting the tenant to pay the compensation by paying a specified sum together with his or her rent for a specified number of rent payment periods."

In this case, the order, consistent with the parties' agreement on a payment plan, would require the Respondents to pay their assessed rent plus at least \$175 each month until their arrears are paid. This could take about 26 months, but the Respondents could shorten this period if they pay more than the minimum payment.

Under subsection 84(3) of the Act, if the Respondents do not follow this plan, their Landlord could make another application to the Rental Office and a rental officer could rescind the payment plan and order arrears owing paid in a lump sum. I would like to note that an application could be made at any time if the Respondents' do not comply with the order and could also include a request for an order for termination of the tenancy agreement and eviction.

The Applicant supported this approach, agreeing that rather than terminating the tenancy agreement at this time, they would support a payment plan with regular payments of the full assessed rent and at least \$175 on the arrears each month.

### *Orders*

An order will issue:

- requiring the Respondents to pay the Applicant rental arrears in the amount of \$4,540.00 (four thousand five hundred forty dollars) in minimum monthly installments of \$175 (one hundred seventy-five dollars) starting in September 2022 (p. 41(4)(a) and ss. 84(2)); and
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b)).

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Janice Laycock  
Rental Officer