

IN THE MATTER between **HNWT**, Applicant, and **JO**, 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 Ulukhaktok in the Northwest Territories**.

BETWEEN:

HNWT

Applicant/Landlord

-and-

JO

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 30, 2022
<u>Place of the Hearing:</u>	Ulukhaktok, Northwest Territories
<u>Appearances at Hearing:</u>	SK and KJ, representing the Applicant JO, the Respondent
<u>Date of Decision:</u>	August 30, 2022

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of HNWTHC as the Applicant/Landlord against JO as the Respondent/Tenant was filed by the Rental Office on May 17, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was personally served on the Respondent on August 4, 2022.

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

A hearing was scheduled for June 28, 2022, by three-way teleconference. As the Rental Office had not received proof of service at least five business days before the hearing, this hearing was cancelled. After proof of service was received, the hearing was rescheduled and notices were sent to all parties. The rescheduled hearing was held on August 30, 2022 in Ulukhaktok. SK and KJ appeared in person representing the Applicant. The Respondent, JO, also appeared in person.

Preliminary matter

At the hearing, the Applicant was referred to by me as the UHA on behalf of the NTHC, and the name on the Application was UHA (HNWTHC). As of April 1, 2022, the NTHC changed their name to "HNWT". This new name is reflected in the style of cause.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for a market rental unit commencing on November 1, 2019 and continuing month to month. At the time of the hearing, the market rent was \$1,610 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Previous Rental Officer Order #20-1427(and B) issued December 1, 2014 ordered

- payment of rental arrears \$4,787;
- payment of rent on time;
- report income information and not breach this obligation again; and
- termination of the tenancy agreement January 31, 2015 unless minimum payments of \$200/month made, rent for December 2014 and January 2015 paid on time, and household income information reported. This was followed by Rental Officer Order #20-1427B ordering eviction on February 1, 2015.

Previous Rental Officer Order #20-13676 ordered payment of rental arrears \$19,971 and comply with obligation to pay electricity, and not to breach this obligation again.

Previous Rental Officer Order #20-12787 issued June 1, 2012 ordered payment of rental arrears totalling \$25,013, comply with obligation to report income, and pay rent on time.

Rental arrears

A lease balance statement was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. At the hearing, the Applicant provided an updated statement, dated August 29, 2022.

According to the statements provided, the Respondent did not pay any rent in March and April 2022 and their balance owing on May 1, 2022 was \$4,930. After making payments totalling \$3,120 in May on rent and arrears, their revised balance was \$1,710. However, they did not pay rent for June, and at the time of this hearing had made no payments in August leaving a balance currently owing of \$4,930.

Termination of the tenancy agreement and eviction

At the hearing, the Respondent did not dispute the Applicant's claims about the arrears, and promised to pay off \$3,320 of the arrears later in the day and to pay rent and arrears shortly.

The Applicant testified that the Tenant, who was not a public housing tenant, should be paying their rent on time every month. Considering the Respondent's repeated failure to pay any rent, the Applicant felt that termination and eviction were justified. However, based on the promises made at the hearing by the Respondent, they were willing to give them until the end of September to pay.

Based on the evidence, I am satisfied that the Respondent has repeatedly breached their obligation to pay rent on time, and I am satisfied termination of the tenancy agreement and eviction are justified. However, considering the Respondent's promises at the hearing and with the agreement of the Applicant, I will order termination of the tenancy on September 30, 2022, unless the Respondent pays the full amount of rental arrears and pays rent on time for September.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,930 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time for September 2022 (p. 41(4)(b));
- terminating the tenancy agreement on September 30, 2022, unless the full rental arrears of \$4,930 are paid and the rent for September is paid on time (p. 41(4)(c) and ss. 83(2)); and
- if the tenancy agreement between the parties is terminated in accordance with this order the Respondent is evicted from the rental premises on October 1, 2022 (p. 63(4)(a) and 83(2)).

Janice Laycock
Rental Officer