

IN THE MATTER between **NTHC**, Applicant, and **AP and MK**, 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 Ulukhaktok in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

AP and MK

Respondents/Tenants

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 AP and MK, the Respondents
<u>Date of Decision:</u>	August 30, 2022

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of HNWT as the Applicant/Landlord against AP and MK as the Respondents/Tenants was filed by the Rental Office May 27, 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 Respondents on June 24, 2022.

The Applicant alleged the Respondents 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 held on August 30, 2022 in Ulukhaktok. SK and KJ appeared in person representing the Applicant. The Respondents, AP and MK, also appeared in person.

Preliminary matter

At the hearing, I referred to the Applicant as the UHA on behalf of the NTHC. The name on the Application was UHA (HNWT). Since the hearing we have been informed by the NTHC that the name change to "HNWT", has been announced to the public, but is not legally in force until at least April 1, 2023. As a result, the style of cause references the NTHC", not "HNWT".

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on June 19, 2013 and continuing month to month. At the time of the hearing, the assessed rent was \$1,445 per month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order # 20-9286 issued December 8, 2006 ordered the Respondents to pay arrears \$3,351.67, and termination of the tenancy agreement January 15, 2007. This order was satisfied.

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 Respondents' account. At the hearing, the Applicant provided an updated statement dated August 29, 2022. According to the statements provided, the Respondents have had arrears on their account starting in 2013. During 2020 and 2021, the Respondents repeatedly did not pay their full rent when due and in some months did not pay any rent. At the end of December 2021, they owed \$10,030.01, despite signing an agreement to pay in October 2021.

However, since the beginning of 2022, the Respondents have been making regular payments on their rent as well as paying something each month on their arrears. These payments have been somewhat sporadic but in June, July and August 2022, they paid an additional \$555 each month on the arrears, and have reduced the rental arrears owing to \$6,590.01.

Termination of the tenancy agreement and eviction

At the hearing, the Respondents did not dispute the Applicant's claims about the arrears. They testified that they had applied for financial assistance to take care of the rest of the arrears. In the meantime, they agreed to continue to pay \$555 each month on the arrears as well as paying their rent on time. In light of the efforts the Respondents had taken to pay rent and arrears owing, the Applicant withdrew their request for termination of the tenancy agreement and eviction, but requested that a payment plan be formalized.

Based on the evidence, I am satisfied the Respondents have repeatedly breached their obligation to pay their rent when due. However, over the last year, they have made efforts to pay their rent and arrears and I agree with the Applicant that termination of the tenancy agreement and eviction are not warranted at this time. An order will issue for payment of the rental arrears in minimum payments of \$555 each month and to pay their rent on time.

At the hearing, I encouraged the Respondents to continue to pay off their arrears, and informed them that they could exceed the minimum payments or make a lump sum payment if they received the financial assistance they had applied for. I also cautioned them that if they do not comply with this order, the Applicant could make a new application under subsection 84(3) of the Act, asking for the order to be rescinded, arrears to be paid in full, and request termination of the tenancy agreement and eviction.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,590.01, in minimum monthly installments of \$555, 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)).

Janice Laycock
Rental Officer