

IN THE MATTER between **NTHC**, Applicant, and **CJ and DK**, 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-

**CJ and DK**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 30, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Ulukhaktok, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>SK and KJ, representing the Applicant CJ and DK, the Respondents</b>
<b><u>Date of Decision:</u></b>	<b>September 8, 2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by the UHA on behalf of HNWT as the Applicant/Landlord against CJ and DK 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, CJ and DK, 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 joint residential tenancy agreement for subsidized public housing commencing on July 1, 2016 and continuing month to month. Although the rent had been \$555 up to June 2022, at the time of the hearing, the assessed rent had increased to \$790 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 #16618, issued August 29, 2019 ordered payment of rental arrears \$1,151.55, pay rent on time, comply with obligation to pay utilities and not breach that obligation again, as well as termination November 30, 2019, unless arrears paid in full and rent for September, October and November paid on time. If tenancy is terminated then eviction on December 1, 2019.

Other rental officer orders issued in 2014 (#20-14275 and #2013668) are related to a sole tenancy with CJ alone and are not relevant to this application.

### *Rental arrears*

A lease balance statement was provided as evidence, representing 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.

I reserved my decision at the hearing in order to further review the statements, considering charges and payments against current arrears and those previously ordered in August 2019 under Rental Officer Order #16618.

According to the statements provided, in October 2019 after Rental Officer Order 16618 was issued, payments totalling \$2,586.51 were made on the previously ordered amount of \$2,251.55. According to my calculations, these payments fully satisfied the previous ordered amount, leaving \$334.96 that could be applied against any current arrears for rent.

Based on the lease balance statement, during the period September 1, 2019 to August 1, 2022, the Respondents were charged \$11,180 in rent (not including) a \$200 charge for cleaning dated August 24, 2021, that is not part of this application. They paid a total of \$6,949.96, including the \$334.96 referenced above and a payment made on May 6, 2021 for \$140 that I believe was mistakenly attributed to former arrears owing on a sole tenancy. Based on my calculations, the total rental arrears that have accrued since the last order was issued are \$4,230.04.

### *Termination of the tenancy agreement and eviction*

The Respondents have repeatedly not paid their full rent when due, or paid any rent in some months and have again accrued rental arrears. No rent was paid in June, July, August, September, and November 2021, as well as January, April, and August 2022, and only partial rent was paid in June and July 2022, despite a notice about arrears in February and an agreement to pay \$375 on arrears and rent each month, signed by the Respondents February 2, 2022.

At the hearing, the Applicant testified, consistent with the evidence, that the payments by the Respondents were not consistent and they didn't seem to make an effort to pay unless there was an order by a Rental Officer to do so. They asked that the payment plan be formalized in an order.

They also reported that they were aware that there had been a change in the Respondent's income and would work with them to facilitate a reassessment of their rent, which may bring down the arrears owing. At this time, their assessment rent based on their income in 2021 was \$790.

The Respondents testified that they had applied for assistance to pay off their rental arrears and had been approved for funding totalling \$3,565.04. In discussion with the Applicant, they agreed to make regular payments on their arrears of \$200/per month, as well as pay rent when due. They also agreed to work with the Applicant on the reassessment.

Based on the evidence, I am satisfied that termination of the tenancy agreement and eviction are justified, however, based on the agreement of the Applicant an order will issue for payment of rental arrears in minimum payments of \$200 per month and to pay their rent on time.

I encourage the Respondents to comply with the order. If the financial assistance they applied for comes in, the majority of the arrears could be addressed. 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 \$4,230.04, in minimum monthly installments of \$200, 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