

IN THE MATTER between **NTHC**, Applicant, and **KM**, 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:

NTHC

Applicant/Landlord

-and-

KM

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
<u>Date of Decision:</u>	September 13, 2022

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the Applicant/Landlord against KM as the Respondent/Tenant was filed by the Rental Office on 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 Respondent on June 27, 2022.

The Applicant alleged the Respondent has failed to pay rent when due, had accumulated rental arrears, and was responsible for payment of tenant damages. An order was sought for payment of rental arrears owing, payment of rent on time in the future, payment of tenant damages, 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 Respondent, KM, did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice of the hearing, under subsection 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in their absence.

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 November 1, 2014 and continuing month to month. At the time of the hearing, the assessed rent was \$70 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous Orders

Previous Rental Officer Order #16617 issued August 29, 2019 ordered the Respondent to pay rental arrears in the amount of \$997.27, pay rent on time in the future, comply with obligation to pay all utilities and not breach that obligation again. According to the Reasons for Decision issued with the order, the rental arrears were calculated based on the statement up to and including charges and payments on August 1, 2019.

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. At the hearing, I reserved my decision in order to review the updated statement and calculate payments made on previously ordered arrears and arrears that had accumulated since then. I asked for, and received, an updated statement from the Applicant on September 13, 2022. A copy of the statement was provided to the Respondent by registered mail.

According to the statements provided, I calculated that Rental Officer Order #16617 was satisfied. After making a payment of \$100 on September 2, 2022, the rental arrears owing are now \$905.07.

Tenant damages

In the application, the Applicant had claimed costs for repair of tenant damages totalling \$117.80. At the hearing, I pointed out that according to the lease balance statement these charges had been fully paid by the Respondent. The Applicant agreed that no charges were outstanding and withdrew their claim.

Termination of the tenancy agreement and eviction

According to the lease balance statement, the Respondent has repeatedly not paid their rent on time. They did not pay any rent in the eight months from April to November 2021 as well as in April and June 2022. The Applicant testified about attempts to resolve arrears and provided copies of notices about the arrears and a copy of a Last Chance Agreement dated September 3, 2021, and signed by the Respondent. This agreement was not complied with.

At the hearing, the Applicant testified that the Respondent had taken recent steps to pay rent and arrears and had paid rent for July and August and made an additional payment of \$100 on their arrears. They were encouraged by these actions and as the arrears owing would be less than \$1,000, they would be satisfied with an order for the Respondent pay their rental arrears owing and pay their rent on time in the future.

Based on the evidence, I am satisfied that the Respondent has repeatedly breached their obligation under the Act and the previous order, and termination of the tenancy agreement and eviction are justified. Considering the recent actions of the Respondent to pay rent and pay down their arrears, and the agreement of the Applicant, an order will issue for the payment of rental arrears owing and to pay rent on time in the future.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$905.07 (p. 41(4)(a)); and
- requiring the Respondent to pay their rent on time in the future (p 41(4)(b)).

Janice Laycock
Rental Officer