

IN THE MATTER between **NTHC**, Applicant, and **SJ**, 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-

SJ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2022

Place of the Hearing: Ulukhaktok, Northwest Territories

Appearances at Hearing: SK and KJ, representing the Applicant

Date of Decision: August 31, 2022

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the Applicant/Landlord against SJ 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 31, 2022 in Ulukhaktok. SK and KJ appeared in person representing the Applicant. The Respondent, SJ, 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 April 1, 2012 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 Act.

Previous Orders

Previous Rental Officer Order #16219 issued November 9, 2018 ordered the Respondent to pay rental arrears in the amount of \$2,063.12 and pay rent on time in the future.

Previous Rental Officer Order #20-13669 issued August 12, 2014 ordered the Respondent to pay rent arrears of \$24,881.99, pay rent on time in the future, and comply with obligation to report income information.

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. As the Respondent did not attend the hearing, the Applicant testified to the contents of the updated statement.

According to evidence and testimony, the previous Rental Officer Order #16219 ordering payment of rental arrears totalling \$2,063.12 was satisfied, and the Respondent had accrued further rental arrears totalling \$8,058.66.

Tenant damages

In the application, the Applicant claimed costs for repair of tenant damages totalling \$2,775.80. At the hearing, the Applicant reported that after further examining the lease balance statement it was clear that the tenant damage charges had been fully paid by the Respondent 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. In some months, they paid only half of their assessed rent, while in others they paid no rent at all. For example, they paid only half of the rent in April, November and December 2021 as well as February 2022. The Applicant testified attempts had been made to address arrears and provided a copy of an "Agreement to Pay" dated December 2020, but not signed by the Respondent.

The lease balance statement shows that since February 2022, the Respondent has been making payments on their rental arrears and has brought the arrears down from \$9,212.32 to \$8,058.66. The Applicant was encouraged by the steps taken by the Respondent and stated they were no longer seeking termination and eviction, but would like to establish regular payments of \$555 per month on their rental arrears.

Based on the evidence, I am satisfied that the Respondent has breached their obligation under the Act and previous orders, and termination of the tenancy agreement and eviction are justified. Considering the recent actions of the Respondent and the agreement of the Applicant, an order will issue for the payment of rental arrears owing in minimum payments of \$555 per month starting in September 2022, 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 \$8,058.66, in minimum monthly installments of \$555, starting September 2022 (p. 41(4)(a) and 84(2)); and
- requiring the Respondent to pay their rent on time in the future (p 41(4)(b)).

Janice Laycock
Rental Officer