

IN THE MATTER between **HNWT**, Applicant, and **TK**, 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-

TK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 31, 2022
<u>Place of the Hearing:</u>	Ulukhaktok, Northwest Territories
<u>Appearances at Hearing:</u>	SK and KJ, representing the Applicant TK, the Respondent
<u>Date of Decision:</u>	August 31, 2022

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of HNWT as the Applicant/Landlord against TK 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 had failed to pay rent when due, had accumulated rental arrears, and was responsible for payment of expenses related to repair of tenant damages. An order was sought for payment of arrears owing, payment of rent on time, payment of tenant damages, as well as termination of the tenancy agreement and eviction.

A hearing was scheduled for August 31, 2022, in person. At the request of the Respondent, they were provided the option of appearing by telephone. SK and KJ appeared in person representing the Applicant. TK appeared by telephone.

At the hearing, the Applicant withdrew their claim regarding payment of expenses for repair of damages. They recognized that the Respondent had fully paid the amount claimed.

Preliminary matter

At the hearing, the Applicant was referred to as the UHA on behalf of the NTHC. The NTHC has changed their name to "HNWT". This new name is consistent with the name provided in the Application and is reflected in the style of cause.

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on May 6, 2016 and continuing month to month. At the time of the hearing, the subsidized rent was \$325 per month.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 lease balance statement dated August 29, 2022 and as the Respondent had elected to appear by phone, they testified to the contents of the updated statement.

According to the statements provided, the Respondent did not pay any rent in December 2020 and no rent in eight of twelve months in 2021, despite signing a last chance agreement in September 2021. In 2022, no rent was paid in January, February, April, May, August and only partial rent in June and July. As of the hearing, the Respondent had accumulated rental arrears totalling \$5,716.

Termination of the tenancy agreement and eviction

At the hearing, the Respondent did not explain the rental arrears, but reported that they had left the community for work with very little notice, and their daughter and aunt were still occupying the rental premises. They were not sure about their intentions regarding the rental premises, as they did not know when they would be returning. The Applicant's representative informed them that under the tenancy agreement they were required to notify them if they were planning to leave the community.

It is my opinion that, as the Respondent has not delivered vacant possession of the rental premises to the Applicant, they remain responsible for the tenancy. They have repeatedly not paid any rent and have accumulated significant arrears, and I am satisfied termination of the tenancy agreement and eviction are justified. Considering that the Respondent's child and the child's aunt are currently living in the rental premises and will need time to make alternative housing arrangements, I will order termination at the end of September 2022 with eviction to follow.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,716 (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 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on October 1, 2022 (p. 63(4)(a)).

Janice Laycock
Rental Officer

