

IN THE MATTER between **NTHC**, Applicant, and **LF**, 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 **charter community of Tsiigehtchic in the Northwest Territories**.

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**LF**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 7, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MH, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>September 7, 2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by THA as the Applicant/Landlord against LF as the Respondent/Tenant was filed by the Rental Office June 24, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Tsiigehtchic, Northwest Territories. The filed application was served on the Respondent by registered mail, deemed served on July 25, 2022.

The Applicant alleged the Respondent 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 September 7, 2022, by three-way teleconference. MH appeared representing the Applicant. The Respondent, LF, did not appear nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice of this hearing, under subsection 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in their absence.

#### *Preliminary matter*

In the application, the Applicant is referred to as the THA. According to the tenancy agreement, the THA is the agent acting on behalf of the NTHC. As a result, the style of cause has been amended to reference NTHC as the Applicant.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on July 12, 2019 and continuing month to month. The assessed rent is currently \$555 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Previous Rental Officer Order #15241 issued August 18, 2016, ordered payment of rental arrears totalling \$1,001, and payment of costs for repair and cleaning totalling \$1,363.53.

Previous Rental Officer Order 20-14781 issued December 3, 2015, ordered payment of rental arrears totalling \$1,830 in monthly payments of \$50 until rent arrears paid in full, first payment on December 31, 2015.

#### *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. On September 7, 2022, the Applicant provided an updated statement dated September 7, 2022 to the Rental Office and by personal service to the Respondent.

According to the statements provided, the Respondent had satisfied the previous ordered amount as they had a credit balance on their lease balance statement in January 2021. By September 1, 2022, the Respondent had accumulated rental arrears owing totalling \$2,775.

### *Termination and eviction*

The Applicant testified and provided evidence that the Respondent had not paid their rent on time and in fact seldom pays rent. According to the statements provided, after a credit balance of (\$71.32) on January 22, 2021, the Respondent did not pay rent in seven months in 2021, and eight months in 2022 (including so far in September), and had accumulated rental arrears.

The Applicant provided a notice of the arrears that was sent to the Respondent March 10, 2022. At the hearing, the Applicant testified that they had called the Respondent repeatedly to try to get them to make payments. However, despite the arrears owing and the lack of response the Applicant stated they were willing to give them another chance to pay their arrears and pay rent on time in the future.

Based on the evidence, I am satisfied the Respondent has repeatedly breached their obligation under the Act and previous orders, and termination of the tenancy agreement and eviction are justified. However, with the agreement of the Applicant, I will order termination of the tenancy agreement on December 31, 2022 unless the Respondent pays the full amount of rental arrears and pays rent on time for October, November and December 2022. If the tenancy is terminated then eviction will follow on January 15, 2023

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,775 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future(p. 41(4)(b));
- terminating the tenancy agreement on December 31, 2022, unless the full rental arrears of \$2,775 are paid and the rent for October, November and December is paid on time (p. 41(4)(c) and ss. 83(2)); and
- if the tenancy agreement between the parties is terminated in accordance with this order the Respondent is evicted from the rental premises on January 15, 2023(p. 63(4)(a) and 83(2)).

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Janice Laycock  
Rental Officer