

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

DK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 7, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MH, representing the Applicant
DK, the Respondent

Date of Decision: September 7, 2022

REASONS FOR DECISION

An application to a rental officer made by the THA as the Applicant/Landlord against DK as the Respondent/Tenant was filed by the Rental Office June 29, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Tsiigehtchic, Northwest Territories. The filed application was served by email on the Respondent, deemed served July 24, 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, DK, also appeared.

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 market rental housing (unit #39) commencing on October 3, 2019. The Applicant testified that the Respondent was moved to subsidized public housing (unit #30) commencing on March 1, 2021 and their tenancy continues month to month. The assessed rent based on the household income is currently \$1,445. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

A lease balance statement was provided as evidence. This statement represents the Landlord's accounting of monthly rents charged and payments made against the Respondent's account.

An updated statement showing charges and payments up to and including September 1, 2022, was provided to the Rental Office by email on September 7, 2022, and a copy was personally served on the Respondent. According to the updated statement, the Respondent had rental arrears owing totalling \$5,836.61.

Termination and eviction

At the hearing, the Applicant testified that although the Respondent had not paid their rent on time and had accumulated significant rental arrears, more recently the Respondent had been making payments against the arrears in addition to paying rent. They testified that a Last Chance Agreement had been signed by the Respondent, who agreed to pay \$700 a month on their arrears in addition to their rent. The Applicant withdrew their request for termination of the tenancy agreement and eviction, and stated they would be happy with an order to pay arrears and pay rent on time.

Based on the evidence, I am satisfied the Respondent has repeatedly breached their obligation under the Act to pay their rent on time. According to the statements provided, the Respondent had a credit on their account in March 2021, but after not paying any rent in April, May, June, August, September and December, they had accumulated significant arrears. Payments in 2022 have brought the arrears owing down from just over \$10,000 at the beginning of the year to the current amount owing totalling \$5,836.61. Based on this progress, I agree with the Applicant that termination and eviction are not warranted at this time and will order payment of arrears and payment of rent on time in the future.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$5,836.61 (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