

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 **town of Fort Smith in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

KM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 19, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JG and AG, representing the Applicant KM, Respondent
<u>Date of Decision:</u>	October 19, 2022

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against KM as the Respondent/Tenant was filed by the Rental Office on July 28, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail on August 22, 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, as well as termination of the tenancy agreement, and eviction.

A hearing was held on October 19, 2022, by teleconference. JG and AG appeared representing the Applicant. The Respondent, KM, appeared.

Tenancy Agreement

Evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing commencing on September 1, 2020 and continuing month to month. The assessed rent is currently \$365 per month. 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 dated July 12, 2022, was provided as evidence. The statement represents the Landlord's accounting of the monthly rent and payments made against the Respondent's account. According to this statement, the Respondent owed \$6,073.49 when the application was filed. This amount included a charge of \$215 for tenant damages. As this application is for rental arrears only, the amount owing on July 12, 2022 was \$5,858.49.

At the hearing, the Applicant claimed that the Respondent had made no payments during August, September and October 2022, and currently owed \$7,231.49. The Respondent reported they had made a payment of \$250 in September 2022. I reserved my decision pending receipt by the Rental Office of an updated statement.

An updated lease balance statement, dated October 19, 2022, was provided to the Rental Office after the hearing. According to this statement, a payment of \$250 was made by the Respondent in September, and in June a new charge of \$63 was made for tenant damages. As this charge is not part of the rental arrears, the revised amount currently owing is \$6,703.49.

Termination and Eviction

According to the updated lease balance statement, the Respondent repeatedly has not paid their full rent when due and in many months they did not pay any rent. In 2021, they did not pay any rent in seven months. In 2022, they have only paid \$650 on their rent, paying no rent in February, March, April, May, June, July, August and to date in October 2022. The Applicant provided evidence of repeated notices to the Respondent about the arrears.

At the hearing, the Respondent did not dispute their arrears, but testified they are struggling as they are disabled from an injury and have a young son with high needs. They had tried to get employment, but were unsuccessful due to their disability as they can't stand long, and need to be available to support their son. They asked the Landlord for another chance, and reported they had a payment from Workers Compensation and could pay off the arrears in the next week, and were seeking further funding to allow them to pay their rent on time in the future. The Applicant testified they were willing to provide the Respondent another chance to pay off their arrears and pay their rent on time in the future.

Based on the evidence and testimony, I am satisfied the Respondent has repeatedly breached their obligation under subsection 42(1) of the Act to pay their rent when due, and termination of the tenancy agreement and eviction are justified. However, considering the Respondent's commitment to pay off their arrears and pay rent on time in the future, and agreement of the Applicant, the termination of the tenancy agreement will be conditional. If as promised, the Respondent is able to pay off their total rental arrears and pay their rent on time for November 2022, then the tenancy will continue.

Orders

An order will issue:

1. requiring the Respondent to pay rental arrears in the amount of \$6,703.49 (p. 41(4)(a));
2. requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
3. terminating the tenancy agreement on November 30, 2022, unless rental arrears are paid in full and the rent for November is paid on time (p. 41(4)(c) and ss. 83(2)); and
4. if the tenancy agreement between the parties is terminated in accordance with this order the Respondent is evicted from the rental premises on December 15, 2022 (p. 63(4)(a) and 83(2)).

Janice Laycock
Rental Officer