

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

TSC

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>	AG and JG, representing the Applicant TSC, Respondent
<u>Date of Decision:</u>	October 20, 2022

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against TSC as the Respondent/Tenant was filed by the Rental Office 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 deemed 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 and payment of rent on time in the future.

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

Preliminary matters

At the hearing, it was clarified the Respondent's last name is spelled SC not SC as spelled on the application, and the address of the rental premises is 88-A FS, not 68A FS as provided on the application. The style of cause has been amended accordingly.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing commencing on September 5, 2017, and continuing month to month. The assessed rent is currently \$890 per month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer order #16910 issued on September 1, 2020, ordered the Respondent to pay rental arrears totalling \$2,700 and to pay their rent on time in the future.

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 \$9,930. It was clarified at the hearing that of this amount, \$50 is still owing on the previous order #16910, and could not be ordered again. Once this amount is deducted, when the application was filed, the tenant owed \$9,880. At the hearing, the Applicant reported that additional payments totalling \$1,870 had been made and the Respondent currently owed \$10,680. 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. I was able to confirm that, not including the \$50 still owing on previous order #16910, the Respondent currently has rental arrears totalling \$10,680.

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. They also are in breach of an agreement to pay \$300 on their arrears each month.

At the hearing, the Respondent did not dispute their arrears owing but explained they had taken a reduction in pay for a period of time and were struggling to pay their rent. They said their income had returned to the previous level and they were committed to paying their rent on time. The Applicant encouraged the Respondent to seek a re-assessment of their rent for the period that their income was reduced.

I encouraged the Respondent to clear up their arrears and to pay their rent on time in the future, pointed out that they are in breach of a previous order for payment of rent on time, and although the Applicant was not pursuing termination of the tenancy agreement and eviction at this time, if the Respondent did not pay their arrears and rent on time, they could in the future face termination and eviction.

Orders

An order will issue:

1. requiring the Respondent to pay rental arrears in the amount of \$10,680 (p. 41(4)(a));
2. requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).

Janice Laycock
Rental Officer