

IN THE MATTER between **NTHC**, Applicant, and **JAS**, 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:

NTHC

Applicant/Landlord

-and-

JAS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 16, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SK and KJ, representing the Applicant
JAS the Respondent, and JAJ

Date of Decision: November 17, 2022

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of HNWT as the Applicant/Landlord against JAS, 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 claimed the Respondent had failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears owing, pay rent on time, termination of the tenancy agreement, and eviction.

A hearing was held August 30, 2022 in person in Ulukhaktok. SK and KJ appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received notice of the hearing on June 27, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

This hearing was adjourned to a later date to allow the Applicant to complete the reassessment of the Respondent's rent for the period January to June 2022. On September 15, 2020, the Applicant provided the Rental Office with an updated lease balance statement reflecting the reassessment of rent for this period. This statement was personally served on the Respondent on September 19, 2022.

The hearing resumed on November 16, 2022 by teleconference. SK and KJ appeared representing the Applicant. The Respondent, JAS appeared, as did JAJ, in support of the Respondent.

Preliminary matters

The name of the Applicant on the Application is UHA (HNWT). At the hearing, I clarified that the name change of the NTHC to "HNWT", has been announced to the public, but is not legally in force. As a result the style of cause references the "NTHC", not "HNWT".

The name of the Respondent on the Application is JAS. It was clarified that the Respondent's last name should be spelled AS. The style of cause has been amended accordingly.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on April 1, 2012 and continuing month to month. The subsidized rent is currently \$70 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

A lease balance statement with entries up to and including August 15, 2022, was provided at the hearing on August 30, 2022. An updated lease balance statement to September 1, 2022, was provided as evidence when the hearing resumed on November 16, 2022. These statements represent the Landlord's accounting of monthly rents and payments made against the Respondent's account.

According to the updated statement, the rent for the period January to June 2022, had been reassessed from \$555 to \$140 per month, and on September 1, 2022, the Respondent had rental arrears owing of \$5,318. At the hearing, on November 16, 2022, the Applicant testified that since that date further charges of \$140 (rent October and November) and payments totalling \$1,140 had been made against the rental account and the arrears had been reduced to \$4,318.

I reserved my decision at the hearing pending receipt of the updated lease balance statements. An updated statement including entries up to and including the most recent payment on November 15, 2022 was provided to the Rental Office on November 16, 2022, confirming the amount currently owing is \$4,318.

Termination of the tenancy agreement and eviction

When the application was filed in May 2022, the Respondent had accumulated significant rental arrears, mainly as a result of not paying any rent during the ten months from March 2020 to November 2021, and only \$70 against their rent in February, March, April and May 2022.

Since the hearing on August 30, 2022, the Applicant has worked with the Respondent to reassess their rent, bringing the arrears down. The Applicant also worked with the Respondent on a payment plan to pay \$300 each month on their arrears in addition to their rent. The "Agreement to Pay", dated September 15, 2022, is signed by all parties and was submitted as evidence for the November hearing.

At the hearing, the Applicant testified that the Respondent has been following the payment plan and they would be satisfied with an order to pay arrears owing in monthly payments of at least \$300 and to pay rent on time in the future.

I agree that an order for termination and eviction is no longer justified. Based on the Respondent's history of not paying rent when due, an order will issue for the payment of the rental arrears owing, in monthly payments of at least \$300, starting in December 2022, and to pay rent on time in the future.

I encourage the Respondent to comply with the order. If they do not comply with this order, the Applicant could make a new application under subsection 84(3) of the Act, asking for the order to be rescinded, arrears to be paid in full, and again request termination of the tenancy agreement and eviction.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,318, in minimum monthly installments of \$300, starting in December 2022 (p. 41(4)(a) and ss. 84(2)); and
- requiring the Respondent to pay their rent on time in the future (p 41(4)(b)).

Janice Laycock
Rental Officer