

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

**CJ**

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

**Date of Decision:** November 21, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by UHA on behalf of HNWT as the Applicant/Landlord against CJ as the Respondent/Tenant was filed by the Rental Office 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 June 17, 2022.

The Applicant claimed the Respondent had failed to pay rent when due, had accumulated rental arrears, and had arrears for tenant damages. An order was sought for payment of rental arrears owing, pay rent on time, payment of tenant damages, 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, CJ, appeared. At the hearing, I adjourned consideration of this application to a later date pending receipt by the Rental Office of a lease balance statement beginning in April 2017 when the last Rental Officer Order was issued, further information to support the claim for repair of damages including the entry and exit inspection report, and/or photographs and a description of the damages. On October 28, 2022, the requested information was provided to the Rental Office, as well as proof of service.

The hearing resumed on November 16, 2022. 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 by email, deemed served on November 3, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *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".

### *Previous orders*

Previous Rental Officer Order file #15462 issued May 15, 2017, required the Respondent to pay rental arrears in the amount of \$2,465 in minimum installments of \$200 starting in May 2017, pay rent on time, pay costs for repairs in the amount of \$57.94, termination of the tenancy agreement on July 31, 2017, unless rents and minimum payments are paid on time, and eviction on August 1, 2017, if the tenancy is terminated.

Previous Rental Officer Order file #14722 issued September 3, 2015 dismissed the application as opening balances were not explained.

### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on September 20, 2015, 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.

### *Rental arrears*

A lease balance statement with entries up to and including August 5, 2022, was provided at the hearing on August 31, 2022. An updated lease balance statement from April 1, 2012 to September 20, 2022, was provided as evidence when the hearing resumed on November 16, 2022. The Applicant also testified at the hearing about further updates and provided to the Rental Office a statement to November 1, 2022, on the day of the hearing. These statements represent the Landlord's accounting of monthly rents and payments made against the Respondent's account.

In Rental Officer Order file # 15462, the Rental Officer ordered the Respondent to pay \$2,465 in rental arrears and \$57.94 for repair of tenant damages, but did not accept rental arrears and costs for repairs related to a joint tenancy that had ended approximately January 31, 2013, *"having ended January 31, 2013, an application for payment of arrears/costs under that tenancy must have been made prior to July 31, 2013, pursuant to section 68 of the Act. No reasonable explanation was offered for why this was not done. I was not satisfied it would be fair or appropriate to grant an extension to the time for making an application with regard to the prior joint tenancy agreement."*

Inconsistent with the Rental Officer's decision on April 12, 2017, the lease balance statements provided as evidence includes previous arrears as well as an opening balance of \$3,584. On April 12, 2017, according to the lease balance statement the balance owing was \$7,136.44, rather than the balance ordered in Rental Officer Order file #15462 for rental arrears and tenant damages of \$2,522.94.

When reviewing the lease balance statement, I elected to focus on the rental arrears that had accrued since the last Rental Officer Order was issued, calculating rents charged and payments made on the current tenancy. I did not include in my calculations any payments made on the previously ordered amount or on previous arrears that had been dismissed by the Rental Officer in their decision on file #15462.

I reserved my decision at the hearing in order to review my calculations, including the significant payments made on arrears in October and November 2022. According to the lease balance statement provided as evidence by the Applicant, in the period April 13, 2017 to the date of the hearing on November 16, 2022, the Respondent was charged \$15,755 in rent and paid a total of \$16,696.44, leaving no arrears owing for this period of tenancy.

It would appear that payments of \$941.44 may be partial payment of the previously ordered amount under Rental Officer file #15462.

#### *Tenant damages*

The Applicant had claimed the Respondent owed arrears relating to repair of tenant damages totalling \$1,772.95. At the hearing on November 16, 2022, the Applicant acknowledged that according to the lease balance statement, with a recent payment in October of \$312.95, this amount had been fully satisfied and withdrew their claim.

#### *Termination of the tenancy agreement and eviction*

The Applicant testified and provided evidence that the Respondent had repeatedly not paid their rent when due, or in some months they have not paid any rent at all. Although the Respondent has recently paid off any arrears that accrued since the last Rental Officer Order was issued, they repeatedly did not pay their rent on time or and in many months they didn't pay any rent. In 2020, they did not pay any rent for the months of June to October, in 2021 they didn't pay any rent from March to July, in 2022 no rent was paid from January to August, resulting in significant rental arrears owing.

Since the hearing in August 2022, the Respondent has made significant payments on their arrears, resulting in no arrears owing on their current tenancy. Considering this, I believe that termination and eviction are no longer justified, but considering their history of not paying rent, I will issue an order to pay rent on time in the future.

*Orders*

An order will issue requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).

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Janice Laycock  
Rental Officer