

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 **hamlet of Ulukhaktok in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

DK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 16, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SK and KJ, representing the Applicant DK and LA for the Respondent
<u>Date of Decision:</u>	November 16, 2022

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of HNWT as the Applicant/Landlord against DK 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, 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 31, 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).

At the hearing, I agreed to adjourned consideration of this application to a later date to allow the Respondent to provide household income information for 2021, and the Applicant to complete the assessment of the Respondent's rent for the July 2022 to 2023 rental period. I also asked that the lease balance statement include charges and payments from June 1, 2014 to the current date. On October 3, 2022, the Applicant provided the Rental Office the requested lease balance statement and proof of service on the Respondent.

The hearing resumed on November 16, 2022 by teleconference. SK and KJ appeared representing the Applicant. DK and LA appeared representing 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".

Previous orders

Previous Rental Officer Order file #20-13673 issued on September 5, 2014, required the Respondent to pay rental arrears totalling \$37,895, comply with their obligation to report income, and pay rent on time in the future.

Previous Rental Officer Order file #20-11993 issued May 11, 2011, required the Respondent to pay rent on time and comply with their obligation to report income information.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on May 12, 2011 and continuing month to month. The assessed rent is currently \$1,445 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 to October 1, 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.

According to the Applicant's testimony and evidence, the Respondent has filed their taxes for 2021, and their assessed rent is currently \$1,445 and they have rental arrears totalling \$11,275.89.

On June 1, 2014, the previous ordered arrears were \$37,895. In their Reasons for Decision, the Rental Officer, noted "the full unsubsidized rent has been assessed from December 2012 to present. The Applicant testified that the unsubsidized rent had been charged because the respondent failed to provide any income information on which to calculate a subsidized rent." According to the updated lease balance statement, the amount owing on this date was \$14,544.01 after the rent was reassessed and this amount has since been satisfied. The remaining rent owing are the rental arrears that have accrued since the last order was issued. I find the Respondent currently has rental arrears totalling \$11,275.89, and an order will issue to pay these arrears.

Tenant damages

The Applicant had claimed the Respondent owed arrears relating to repair of tenant damages totalling \$422.65. At the hearing on August 31, 2022, the Applicant acknowledged that according to the lease balance statement this amount had been paid and withdrew their claim.

Termination of the tenancy agreement and eviction

The Applicant testified and provided evidence that the Respondent has repeatedly not paid their rent when due, or in some months they have not paid any rent at all. In January 2021, the arrears were \$4,307.68 but after not paying any of the assessed rent of \$1,445, in February, April May, and June 2021 and only partial rent in March, their arrears totalled \$10,919.94. Despite payments on rent and arrears in most months, the rental arrears increased in 2022, as a result of not paying any rent in February and July 2022.

At the hearing, the Applicant testified that Respondent had started making payments of \$555 per month on their arrears and the Applicant would be satisfied with an order to continue to pay at least this amount each month on the arrears as well as paying their rent on time.

The Respondent did not dispute the arrears owing, they testified that they had struggled to pay but would commit to paying at least \$555 against their arrears each month and pay their rent on time. They stated they were thankful for another opportunity.

Based on the evidence and testimony, it is clear the Respondent has repeatedly not paid their rent when due, has accumulated significant rental arrears, and termination of the tenancy agreement and eviction are justified. However, considering the Respondent's commitment to pay their rent and arrears, and with the support of the Applicant, an order will issue for the payment of the rental arrears in minimum monthly installments and to pay rent on time in the future.

At the hearing, I encouraged the Respondent to comply with the order, explaining that 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 \$11,275.89, in minimum monthly installments of \$555, 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