

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

JN

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
JN, the Respondent

Date of Decision: November 16, 2022

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of HNWT as the Applicant/Landlord against JN, 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 also had outstanding 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, JN, appeared at the hearing.

At the hearing, I decided to adjourn consideration of this application to a later date to allow time to review the lease balance statement provided at the hearing and pending further information to clarify the Applicant's claim for rental arrears owing. I asked for an updated tenancy agreement for the Respondent beginning on July 1, 2019 and an update on discussions with the Respondent on a payment plan.

On September 14, 2020, the Applicant provided the Rental Office and the Respondent with an updated lease balance statement and a document breaking down the lease balance statement as of August 31, 2022.

The hearing resumed on November 16, 2022 by teleconference. SK and KJ appeared representing the Applicant. The Respondent, JN, appeared.

Preliminary matter

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 Order

Previous Rental Officer Order #15459 issued May 15, 2017 ordered the Respondent to pay rental arrears of \$4,398.79 in minimum monthly installments of \$150 starting May 2017, pay rent on time in the future, and terminating the tenancy agreement on July 31, 2017 unless the rent for May, June, and July and minimum monthly installments are paid. If the tenancy is terminated then Respondent would be evicted August 1, 2017.

Tenancy agreement

The Applicant provided evidence of a joint tenancy agreement with JN and SO for subsidized public housing commencing on August 1, 2017 and continuing month to month, the assessed rent based on the household income is currently \$790 per month.

At the hearing, I asked why this application had not been brought against both of the parties and the Applicant testified that the joint agreement ended when S moved out and continued with JN alone beginning on July 1, 2019. A copy of a new tenancy agreement with J alone was provided prior to the November hearing, however, this agreement is not signed.

Based on the testimony and agreement of the parties, I am satisfied that a valid tenancy agreement with the Respondent commencing on July 1, 2019, and continuing month to month is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

A lease balance statement with entries up to and including August 15, 2022, was provided at the hearing on August 31, 2022. An updated lease balance statement and a document entitled "Breakdown of Lease Balance Statement JN, as of August 31, 2022", dated September 14, 2022, was provided as evidence when the hearing resumed on November 16, 2022. The lease balance statements represent the Landlord's accounting of monthly rents and payments made against the Respondent's account.

According to the updated statement and the breakdown document, the Applicant clarified they were only seeking rental arrears accrued during the Respondent's sole tenancy (starting July 1, 2019 and continuing month to month), and the amount owing by the Respondent at the end of August was \$11,180.

At the hearing on November 16, 2022, the Applicant testified that the arrears on November 1, 2022 were \$15,527.49, but after receiving funding through “Jordan’s Principle” the Respondent had recently been able to make a series of payment totalling \$15,431.19, leaving \$96.30 currently owing on their rent and arrears.

Tenant damages

When the application was filed in May 2022, the Applicant had claimed tenant damage arrears owing of \$192.45. However, in the “Breakdown of Lease Balance Statement” dated September 14, 2022, they withdrew this claim, as the damages have been paid.

Termination of the tenancy agreement and eviction

When the application was filed in May 2022, the Respondent had repeatedly not paid their rent when due and had accumulated significant rental arrears. Since the hearing on August 30, 2022, the Respondent was able to secure funding assistance and has paid off the majority of their arrears.

At the hearing, the Applicant testified that they had met with the Respondent and their adult children who live in the rental premises, and came up with a plan to make sure that the rent was paid in full each month. The Respondent confirmed this meeting and that it was his plan to pay rent on the 1st of each month and regularly collect their share of the rent from his children. The Applicant testified that considering the current arrears owing and the agreement they have reached with the Respondent, they would be satisfied with an order 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 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)).

Janice Laycock
Rental Officer