

IN THE MATTER between **NTHC**, Applicant, and **PW**, 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 Norman Wells in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

PW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 9, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CP and LW, representing the Applicant
<u>Date of Decision:</u>	November 9, 2022

REASONS FOR DECISION

An application to a rental officer made by the NWHHA on behalf of the NTHC as the Applicant/Landlord against PW as the Respondent/Tenant was filed by the Rental Office on June 9, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by registered mail on August 12, 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, pay future rent on time, as well as termination of the tenancy agreement, and eviction.

A hearing was held on August 24, 2022 by teleconference. LW and CP appeared representing the Applicant. PW, the Respondent, also appeared. This hearing was adjourned to allow the Applicant and Respondent time to complete the re-assessment of the subsidized rent. The re-assessment was completed and the hearing resumed on November 9, 2022. LW and CP appeared representing the Applicant, the Respondent did not appear nor did anyone appear on their behalf. As the Respondent had been provided notice of the hearing by registered mail on October 12, 2022, the hearing proceeded in their absence, as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order #16289 issued on January 22, 2019 ordered the Respondent to pay arrears totalling \$240, pay rent on time in the future, pay expenses for repair of damages and cleaning totalling \$3,659.89, comply with obligation to maintain cleanliness, comply with obligation to pay costs of repairs within a reasonable time, comply with obligation to not disturb the landlord or other tenants, termination of the tenancy agreement March 31, 2019 unless arrears paid and monthly rent paid on time and no further damages, and eviction April 1, 2019 if the tenancy was terminated.

Previous Rental Officer Order #20-12602 issued July 3, 2012 ordered the Respondent to pay rent arrears in the amount of \$3,100 and to pay repair costs in the amount of \$3,042.66.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing for the period October 4, 2019 to January 31, 2020 and continuing month to month. Assessed rent is currently \$80 per month. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

An updated lease balance statement up to November 1, 2022, was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account.

Since the hearing in August 2022, income information was received from the Respondent and rent assessed. The subsidized rent continues to be \$80 per month and according to the updated lease balance statement, the balance owing on November 1, 2022 on the Respondent's current tenancy is \$787.

According to the updated statements provided, the Respondent also had a previous tenancy that ended June 10, 2019, and has outstanding arrears related to tenant damages and cleaning previously ordered in Rental Officer Order #16289. These arrears are still owing and can still be enforced.

When examining this statement, the Applicant noted that one payment made in March 2022 against this previous tenancy should have been applied to the Respondent's current rental account, reducing the rental arrears currently owing from \$787 to \$707.

Termination and eviction

The Applicant had requested termination of the tenancy agreement and eviction. The Respondent had not paid any rent from November 2020, to December 2021, and had accrued rental arrears. However, in 2022, and certainly since June 2022, the Respondent has been making regular payments on their rent and arrears and has provided required information to complete the rent assessment. Considering the steps the Respondent has taken in the last year, I do not believe that termination of the tenancy agreement and eviction are justified and will order payment of rental arrears and the Respondent to pay rent on time in the future.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$707 (p. 41(4)(a)); and
- requiring the Respondent to pay their rent on time (p. 41(4)(b));

Janice Laycock
Rental Officer