

IN THE MATTER between **NTHC**, Applicant, and **CA**, 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 Fort Smith in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

CA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 9, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JG, representing the Applicant

Date of Decision: November 9, 2022

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against CA as the Respondent/Tenant was filed by the Rental Office September 19, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail, signed for on October 3, 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 owing and payment of rent on time in the future.

A hearing was held on November 9, 2022 by three-way teleconference. JG appeared representing the Applicant. The Respondent, did not appear, nor did anyone appear on their behalf. As the Respondent had failed to appear after receiving sufficient notice of the hearing, the hearing proceeded in their absence as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on October 8, 2021 and continuing month to month. The assessed rent was \$365 in June 2022, but is currently \$160 per month.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

An updated lease balance statement including a payment on November 4, 2022, was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's rent account.

According to the statement provided, after not paying full rent or any rent in some months, the Respondent had accrued rental arrears totalling \$2,292. This amount does not include an outstanding charge of \$500 for the security deposit.

At the hearing, the Applicant testified the Respondent had not made any further payments and had not had a zero balance since the beginning of their tenancy, despite repeated notices about the arrears. Also, the Respondent signed an agreement in June 2022, to pay \$100 biweekly towards their rental arrears. They had made some payments, but had not continued to comply with this agreement.

Based on the evidence and testimony, I am satisfied the Respondent currently has rental arrears owing totalling \$2,292. Consistent with the payment plan agreed to by the parties, I will issue an order for the arrears to be paid in monthly installments of \$200, and the Respondent to pay their rent on time in the future.

At the hearing, I pointed out that if the Respondent does 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 request termination of the tenancy agreement and eviction.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,292, in minimum monthly installments of \$200, 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