

IN THE MATTER between **NTHC**, Applicant, and **DD**, 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 Tulita in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

DD

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>	DW, representing the Applicant DD, the Respondent
<u>Date of Decision:</u>	November 9, 2022

REASONS FOR DECISION

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against DD as the Respondent/Tenant was filed by the Rental Office September 27, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent on November 1, 2022.

The Applicant alleged the Respondents had failed to pay rent when due accumulating significant rental arrears and was responsible for expenses related to repair of tenant damages. An order was sought for payment of expenses for repair of damages, payment of rental arrears, as well as termination of the tenancy agreement, and eviction.

A hearing was held November 9, 2022 by teleconference. DW appeared representing the Applicant. The Respondent, DD, appeared.

Previous orders

Previous Rental Officer Order #15712 was issued on November 16, 2017, ordering the Respondent to pay rental arrears totalling \$21,236.88, comply with obligation to report income, termination of the tenancy agreement on April 30, 2018 unless income information for 2015 and 2016, is provided and at least \$3,000 is paid towards rental arrears.

Previous Rental Officer Order #20-11107 was issued January 19, 2010, rescinding previous Rental Officer Order #20-10414 and ordering the Respondent to pay rental arrears totalling \$6,792, and to pay compensation for use and occupation after termination of the tenancy agreement after termination of the tenancy agreement on December 31, 2009.

Previous Rental Officer Order #20-10414 was issued October 30, 2008 and ordered the Respondent to pay rent arrears of \$7,445 in minimum monthly installments of \$250 starting November 30, 2008 until arrears are paid in full and to pay future rent on time.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on March 27, 2012, and continuing month to month. Assessed rent was \$325 in June 2022, and is currently \$70 per month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (The Act).

Rental arrears

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

According to the lease balance statement, the balance owing on September 1, 2022 was \$5,322.03. This includes a charge for tenant damages of \$272.03. When this charge is deducted, total rental arrears owing on September 1, 2022, are \$5,050. At the hearing, the Applicant testified no payments had been received against the Respondent's account since this statement and the Respondent currently owes rent for October and November 2022, bringing the total currently owing to \$5,190.

Tenant damages

The Applicant is claiming \$272.03 including GST for a callout to the Respondent's rental premises on February 21, 2022, to reattach a sensor on the boiler. The Applicant provided as evidence the invoice provided to the Respondent on March 1, 2022, relating to this charge, and they testified that the Respondent's grandchild had removed the sensor, requiring this repair.

At the hearing, the Respondent confirmed the Applicant's testimony and accepted responsibility for the damages and costs for the repair.

Termination and eviction

Considering the Respondent's repeated breach of their obligation to pay rent when due, the Applicant has requested termination of the tenancy agreement and eviction. According to the lease balance statement, in April 2019 the Respondent had a balance of (111.96), but after only making one payment in May 2020, two payments in 2021 and not paying any rent in 2022, they have accrued significant rental arrears.

At the hearing, the Respondent talked about their struggles to pay the rent when due, but accepted the amount of arrears owing and promised to make regular payments of \$300, \$230 of this to go towards their arrears and the remaining \$70 to cover their subsidized rent. The Respondent admitted that having these arrears hanging over them, had been bothering them, and they saw this hearing as an opportunity to deal with this outstanding debt and get back on track.

The Applicant agreed with this payment plan, but considering the Respondent's history of not paying rent when due, they requested that if the Respondent does not comply with this plan, their tenancy be terminated and eviction follows.

Based on this evidence, I am satisfied that termination of the tenancy agreement and eviction are justified. Considering the payment plan that has been worked out between the parties, the termination will be conditional on the Respondent making regular payments of at least \$230 each month on their arrears and paying their rent on time in the future.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,190 in minimum monthly installments of \$230 starting in December 2022 (p. 41(4)(a) and 84(2));
- requiring the Respondent to pay their rent on time (p. 41(4)(b));
- requiring the Respondent to pay expenses for repair of damages in the amount of \$272.03 (p 42(3)(e));
- terminating the tenancy agreement on May 31, 2023, unless minimum monthly installments of \$230 are made on the rental arrears and rent for December 2022 to May 2023, is paid on time (p. 41(4)(c), and ss. 83(2)); and
- if the tenancy agreement between the parties is terminated in accordance with this order the Respondent is evicted from the rental premises on June 1, 2023 (p. 63(4)(a) and 83(2)).

Janice Laycock
Rental Officer