

IN THE MATTER between **NTHC**, Applicant, and **TO**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

TO

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 14, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	December 14, 2022

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against TO as the Respondent/Tenant was filed by the Rental Office on November 2, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email, deemed served November 17, 2022.

The Applicant claimed the Respondent had failed to pay rent when due, and had accumulated significant rent arrears. An order was sought for payment of rental arrears owing, termination of the tenancy agreement, and eviction.

A hearing was held on December 14, 2022 by teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice of the hearing by email, deemed served November 17, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous order

Previous Rental Officer Order file # 17378 issued October 27, 2021 between the Applicant and Respondent, ordered the Respondent to pay rental arrears totalling \$1,330, and repair costs in the amount of \$1,761.38 in monthly payments of at least \$500/month, starting in November 29, 2021, and to pay future rent on time.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on January 30, 2020, and continuing month to month. The subsidized rent was \$610 up to June 2021 and is currently \$890 per month based on household income.

I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The Applicant provided an updated statement to the Rental Office and Respondent by email on December 9, 2022. This statement, along with the statement provided with the filed application, represents the Landlord's accounting of monthly rents and payments made against the Respondent's account.

According to the statements, on December 1, 2022, after not complying with the previous Rental Officer Order or their obligation to pay their rent on time, the Respondent had rental arrears owing totalling \$7,690. This includes \$600 still owing on the rental arrears previously ordered and an additional \$7,080 in rental arrears that have accrued since the last hearing.

At the hearing, the Applicant testified the Respondent had not made any payments since October 2022, and confirmed the balance owing on rental arrears is now \$7,690.

Tenant damages

Previous Rental Officer Order file #17378 ordered the Respondent to pay expenses for repair of tenant damages in the amount of \$1,761.38. According to the lease balance statement provided as evidence the Respondent paid \$490, on this previously ordered amount, had not fully complied with the previous order, and still owed \$1,271.38.

Termination of the tenancy agreement and eviction

According to the evidence and testimony, despite repeated notices from the Applicant and signing a last chance agreement in September 2022, the Respondent repeatedly breached the previous order and their obligation under the Act to pay their rent on time.

After the previous order was issued in October 2021, the Respondent did not pay any rent or make any payments on their previously ordered amounts in December 2021, nor did they make any payments in January, April, May, June, August, September, November, and December 2022.

Under subsection 84(2) of the Act, where a rental officer orders a tenant to compensate the landlord, they may make an order permitting the tenant to pay the compensation in installments. Rental Officer Order file #17378 ordered the Respondent to compensate the landlord by making monthly payments of \$500, until the arrears and costs for tenant damages were paid. The Order also required the Respondent to pay their rent on time.

Under subsection 84(3) of the Act, a rental officer may rescind an order made under section (2) and may order that any compensation be paid in a lump sum.

I am satisfied, based on the evidence and testimony, that the Respondent has breached their obligation under the previous order and will rescind the order and order compensation owing paid. I am also satisfied that termination of the tenancy agreement and eviction are justified.

At the hearing, the Applicant expressed their willingness to give the Respondent another chance to pay off their arrears and pay their rent on time. As a result, I will order the tenancy terminated on January 31, 2023, unless the Respondent pays rental arrears totalling \$7,690, expenses for repair of damages totalling \$1,271.38, and pays their rent on time for January 2023. If the tenancy is terminated, eviction will follow on or after February 1, 2023.

Orders

An order will issue:

- rescinding previous order file #17378 and requiring the Respondent to pay rental arrears in the amount of \$7,690, and expenses for repair of tenant damages in the amount of \$1,271.38 (ss. 84(3), p. 41(4)(a), and p. 42(3)(e));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on January 31, 2023, unless the rental arrears in the amount of \$7,690 and the expenses for repair of tenant damages in the amount of \$1,271.38 are paid, and the rent for January 2023 is paid on time (p. 41(4)(c), p. 42(3)(f) 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 or after February 1, 2023 (p. 63(4)(a) and 83(2)).

Janice Laycock
Rental Officer