

IN THE MATTER between **NTHC**, Applicant, and **RG**, 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 **Hal Logsdon**, Rental Officer, regarding a rental
premises located within the **hamlet of Fort Providence in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

RG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 13, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	MB, representing the Applicant
	RG, Respondent
	LE, witness for the Respondent
<u>Date of Decision:</u>	December 13, 2022

REASONS FOR DECISION

The parties have entered into several consecutive term tenancy agreements, the first commencing in October 2012. The premises are subsidized public housing. The application was filed on October 31, 2022 and set for hearing on December 13, 2022.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the Respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The Applicant provided a lease balance statement which indicated a balance of rent owing as at December 2, 2022 in the amount of \$11,853.23. The Applicant stated that the last payment of rent was made on that date.

The Respondent disputed the balance, questioning the rent assessment calculation. Included in the application was a rent calculation document for the period July 1, 2022 to February 28, 2023 which set the monthly rent at \$1,230. The document was signed by the Respondent. I find no evidence that the rent has been incorrectly assessed but note that the Applicant outlined a process for the review of the assessment that the Respondent may pursue. I find the lease balance statement in order and find rent arrears of \$11,853.23.

The Applicant requested the Respondent be given some time to pay the rent arrears and suggested the arrears be divided into four equal payments to be paid monthly along with the monthly rent. In my opinion, this is not unreasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$11,853.23. The rent arrears shall be paid in four equal payments of \$2,963.30 payable no later than the last business day of January, February, March, and April 2023. The Respondent shall also be ordered to pay the monthly assessed rent on time each month.

Should the Respondent fail to make any ordered payment of rent arrears or fail to pay the monthly rent on time, the Applicant may file an application seeking the full payment of any remaining balance, termination of the tenancy agreement and an eviction order.

Hal Logsdon
Rental Officer