

IN THE MATTER between **NTHC**, Applicant, and **LL**, 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-

LL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2022

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: MB, representing the Applicant
LL, Respondent

Date of Decision: December 16, 2022

REASONS FOR DECISION

The parties have entered into two consecutive term tenancy agreements, the first commencing in July 2020. The premises are subsidized public housing. 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 in evidence that indicated a balance of rent owing as at December 1, 2022 of \$11,780. There have been no payments since that date. The current monthly rent for the premises is \$845.

The Respondent questioned the rent assessment believing it to be too high. The Applicant explained that it was based on the household income and noted that the Respondent could seek a further review. A rent calculation sheet was provided with the filed application which set out the monthly rent of \$845 for the period July 1, 2022 to June 30, 2023. The document was signed by the Respondent. I find no evidence that the rent has been incorrectly assessed however the Respondent should a request to review the rent assessment so she is satisfied that it is correctly applied.

A previous order (file #17265, filed on June 8, 2021) ordered the Respondent to pay the Applicant rent arrears of \$2,100. There is no evidence that this order was filed or satisfied.

I find the lease balance statement in order and find rent arrears of \$11,780. Taking into account the previous order, an order shall issue requiring the Respondent to pay the Applicant rent arrears of \$9,680 and to pay the monthly assessed rent on time every month. The rent arrears shall be paid in monthly payments of at least \$400. The first payment of arrears shall be due no later than January 31, 2023 and thereafter on the last business day of every month until the rent arrears have been paid in full.

Should the Respondent fail to pay any ordered payment of rent arrears or fail to pay the monthly rent, 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