

IN THE MATTER between **NTHC**, Applicant, and **CO**, 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 Ulukhaktok in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

CO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 15, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SK and KJ, representing the Applicant

Date of Decision: March 16, 2023

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of the NTHC as the Applicant/Landlord against CO as the Respondent/Tenant was filed by the Rental Office May 27, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was personally served on the Respondent on June 27, 2022.

The Applicant claimed the Respondent had failed to pay rent when due and had accumulated rental arrears and was responsible for expenses related to repair of tenant damages. An order was sought for payment of rent owing, pay rent on time, payment of tenant damages, termination of the tenancy agreement, and eviction.

A hearing was held August 31, 2022, in person in Ulukhaktok. SK and KJ appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received notice of the hearing on June 27, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing, I agreed to adjourn consideration of this application to a later date pending further information to support the Applicant's claim for payment of rent owing. This information was provided on November 8, 2022 and a hearing to resume consideration of the Application was scheduled for January 11, 2023 and notices were provided to both parties. Neither of the parties appeared at this hearing and at the request of the Applicant another hearing was scheduled for March 15, 2023.

The hearing resumed on March 15, 2022 by teleconference. SK and KJ appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received notice by registered mail on January 27, 2023, the hearing proceeded in their absence as provided for under the Act.

At the hearing, I reserved my decision on the rental arrears owing in order to further review the information provided.

Previous orders

Previous Rental Office Order file # 20-12788 issued on June 1, 2012 required the Respondent to pay rent owing of \$10,378, report income, and pay rent on time.

Previous Rental Officer Order file #20-13677 issued on August 12, 2014 required the Respondent to pay rental arrears totalling \$7,887. In their reasons, the Rental Officer found that the balance owing for rent was \$13,539. Of this amount, the Rental Officer found that \$5,652 was owing on previous order #20-12788 and ordered a further \$7,887 paid.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on April 1, 2012 and continuing month to month. The assessed rent is currently \$140 per month.

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

Rental arrears

A lease balance statement with entries from June 1, 2014, up to and including May 4, 2022, was provided with the application. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. At the hearing in August 2022, I requested an updated statement and an explanation for the difference between the opening balance of \$14,004.78 and the balance of \$13,539 provided in the reasons for Rental Officer Order file #20-13677.

On November 8, 2022, the Applicant provided an updated lease balance statement to the Rental Office for the period April 1, 2012 to November 1, 2022, showing that the balance included tenant damages charged and stated any difference in the rental arrears owing was as a result of a retroactive rent reassessment.

According to this statement, at the previous Rental Officer hearing on June 19, 2014, the balance for rent arrears (not including charges of \$945.78 for tenant damages or rent for June) was \$13,059. This amount is \$480 less than the amount found owing by the Rental Officer in their reasons for Rental Officer Order file #20-13677.

On March 13, 2022, the Applicant provided as evidence an updated lease balance for the period April 1, 2012 to March 1, 2023, showing a balance owing of \$9,318.31. This balance includes charges and payments for tenant damages. According to the statement, all charges for tenant damages have been paid, leaving the balance owing for rent alone.

At the hearing, I calculated that all payments made against the Respondent's rent account since the previous orders total \$18,445.69. In the statement, these payments are identified as rent and arrears and show that Respondent has been making progress on their arrears. At the hearing, I proposed to assign the payments as indicated in the statement, but reserved my decision.

After further consideration I think it is more appropriate to apply payments first towards the previous Rental Officer Orders and find that they have been satisfied. I have reviewed the outstanding balance on the lease balance statement for \$9,318.31 and am satisfied it is for rent only and find the Respondent currently has rental arrears owing totalling \$9,318.31 and will issue an order for payment.

Termination and eviction

As previously mentioned, the lease balance statement provided as evidence shows that since 2014, the Respondent has been successful in paying off their previous Rental Officer Orders, and has been slowly but steadily bringing down the balance owing. However, since the last order in 2014, they have not had a zero balance on their account, have continued to not pay their full subsidized rent in some months, and have not made regular payments on their arrears.

In the Application, the Applicant requested an order for termination and eviction. At the hearing on March 15, 2023, the Applicant stated they would consider a payment plan. They testified they had tried to talk to the Respondent without success to reestablish a payment plan and were concerned that the Respondent would continue to carry significant arrears. In addition to their subsidized rent, the Respondent had previously agreed to pay \$100/month against the arrears, and had been making semi-regular payments of some amount. However, since July 2022, they had not paid both rent and something against their arrears.

The absence of the Respondent at the hearing made it difficult to devise a payment plan, however, the Applicant agreed to accept a minimum of \$100/month against the arrears in addition to the subsidized rent. Although they were concerned with how long it would take to pay off the arrears at this rate (about 7.76 years), this amount is consistent with the last agreement. I agreed that such an order is reasonable and justified and will issue an order for payment of the rental arrears in minimum monthly installments and to pay rent on time in the future.

I encourage the Respondent to try to pay off their arrears as soon as they can. They must comply with the order. If they do not, 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 again request termination of the tenancy agreement and eviction.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$9,318.31, in minimum monthly installments of \$100 starting in April 2023 (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