

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

SW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 22, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: March 22, 2023

REASONS FOR DECISION

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against SW as the Respondent/Tenant was filed by the Rental Office February 2, 2023. 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 March 7, 2023.

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

A hearing was held March 22, 2023, by teleconference. DW appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received notice on March 7, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

The following previous Rental Officer Orders indicate a history of rental arrears. The amounts ordered were not carried over into the current tenancy.

Previous Rental Officer Order file #20-14495 issued February 26, 2015, required the Respondent to pay rental arrears of \$4,692.50, comply with obligation to report household income, and pay future rent on time.

Previous Rental Officer Order file 20-14627 issued May 25, 2015, required the Respondent to pay rental arrears of \$395, termination of the tenancy agreement June 30, 2015, unless rent arrears in the amount of \$2,337.50 were paid in full. Note in their reasons, the Rental Officer explained that the rental arrears owing included the unsatisfied portion of the Previous Rental Officer Order file #20-14495 of \$1,942.50, as well as rental arrears that had accrued since then, totalling \$395.

Previous Rental Officer Order file 20-14627B issued May 25, 2015, ordered eviction on July 1, 2015 unless the Respondent paid rental arrears totalling \$2,337.50.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on December 17, 2019 and continuing month to month. The assessed rent is currently \$325 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

An updated lease balance statement with entries up to and including a payment of \$2,000 on March 9, 2023, was provided as evidence to the Rental Office on March 20, 2023. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. At the hearing, the Applicant testified a copy of this statement was also personally served on the Respondent on March 19, 2023. According to this statement, after repeatedly not paying any rent in most months, the Respondent currently has rental arrears totalling \$4,803.

Termination and eviction

According to the lease balance statement, the Respondent has repeatedly not paid their rent when due. In November 2020, the Respondent had a credit balance of \$97, but after not paying any rent for 20 of 26 months, by January 2023 they owed \$6,153.

On September 8, 2022, the Respondent signed an agreement to pay their rental arrears at the rate of \$75 per month. However, they did not comply with this agreement, paying no rent or arrears in September, October, November, or December 2022.

The Respondent has repeatedly not paid their rent when due and I am satisfied that termination of the tenancy agreement and eviction are justified. The Applicant had recently spoken to the Respondent who is now working, and the Applicant stated they were willing to give the Respondent another opportunity to pay rent and arrears and would consider a conditional order. However, the absence of the Respondent at the hearing made it difficult to establish conditions that they could reasonably comply with.

I suggested that considering the Respondent had recently agreed to pay their arrears in monthly installments of \$75 per month, that such an order could be issued, along with an order to pay rent when due.

I encourage the Respondent to pay their rent and try to pay off their arrears as soon as they can. If they do not comply with this order, 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 \$4,803, in minimum monthly installments of \$75, 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