

IN THE MATTER between **HNT**, Applicant, and **EF**, 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 **Adelle Guigon**, Rental Officer, regarding a  
rental premises located within the **town of Hay River in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**EF**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 12, 2023

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** By Written Submission

**Date of Decision:** May 12, 2023

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against EF as the Respondent/Tenant was filed by the Rental Office March 21, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application and notice of the hearing were served on the Respondent by registered mail, signed for May 2, 2023.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, payment of future rent on time, conditional termination of the tenancy, and eviction.

The parties were notified that, in the interests of dealing with this application as informally and expeditiously as the circumstances and considerations of fairness permit, the application would be considered based on written submissions. The Applicant was granted 10 business days from the day they received the filed application to provide any additional written submissions. The Applicant provided two updated lease balance statement: one printed April 23, 2023, and the other printed May 12, 2023. The Respondent was granted 5 business days from the day they received the filed application to provide any additional written submissions. The Respondent did not provide any additional written submissions by May 9, 2023, but the Applicant notified the Rental Office by email on May 12<sup>th</sup> that the Respondent had attended their office earlier that week.

#### **Tenancy agreement**

Evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2009. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### **Rental arrears**

The lease balance statements entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$365 per month. Not enough was paid to cover the rent in 2 of the last 12 months of this tenancy, and no payments were received in 4 of the last 12 months of this tenancy.

However, I do note that since February 2023 the Respondent has made payments each month of sufficient amount to not only cover the subsidized rent each month but also contributed toward the accumulated rental arrears. As relayed by the Applicant, when the Respondent attended the Applicant's office the week of May 8<sup>th</sup> he indicated he would be able to have the rental arrears paid in full by the end of June.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent in full when due and has accumulated rental arrears in the amount of \$1,185. That amount represents approximately four months' subsidized rent.

### **Termination of the tenancy and eviction**

The Respondent's repeated failure to pay the rent in full when due, combined with the amount of rental arrears that have accumulated, warranted consideration of a conditional termination order. However, given the Respondent's recent successful efforts to resolve his debt and ensure his rent is paid in full each month, and his commitment to have the rental arrears paid in full by the end of June, the Applicant reasonably withdrew their request for conditional termination and eviction orders.

### **Orders**

An order will issue requiring the Respondent to pay rental arrears in the amount of \$1,185 (p. 41(4)(a)), and requiring the Respondent to pay his future rent on time (p. 41(4)(b)).

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Adelle Guigon  
Rental Officer