

IN THE MATTER between **HNT**, Applicant, and **JJM**, 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 **community of Behchoko in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**JJM**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 31, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>TM, LE and RO, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>May 31, 2023</b>

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against JJM as the Respondent/Tenant was filed by the Rental Office on December 13, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on January 4, 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 rental arrears, to pay rent on time in the future, as well as termination of the tenancy agreement and eviction.

A hearing was held on January 18, 2023, by teleconference. LE appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice of the hearing by personal service on January 4, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I adjourned this hearing to a later date to allow the Respondent time to provide updated household income information to the Applicant, for the Applicant to re-assess the subsidized rent, and attempt to reach agreement with the Respondent on a payment plan.

The Rental Office received the requested information and the hearing resumed on May 31, 2023, by teleconference. LE, TM, and RO appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice of the hearing by registered mail on April 27, 2023, the hearing proceeded in their absence as provided for in the Act.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on October 1, 2015, and continuing month to month. After the re-assessment of the household income, the subsidized rent was reduced from \$1445 to \$845 per month.

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

#### *Rental arrears*

The Applicant provided as evidence an updated statement dated May 31, 2023 as well as the statement with the filed Application. The statements represent the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to the updated statement on May 31, 2023, the Respondent, after repeatedly not paying any rent, had accumulated rental arrears totalling \$36,753.10.

### *Termination and Eviction*

The Applicant testified and provided evidence of numerous notices to the Respondent about the rental arrears. The Applicant also provided a copy of an “Agreement to Pay Rental Arrears” dated March 31, 2023, and signed by the Respondent. In this agreement, the Respondent committed to pay arrears totalling \$35,463.10 in payments of \$200 per month in addition to paying their assessed rent. According to the evidence and testimony, the Respondent has not complied with this agreement, they have only made one payment of \$400 in April 2023, and have accumulated further rental arrears bringing the total owing to \$36,753.10.

The Respondent has repeatedly breached their obligation under the Act to pay their rent on time and despite the rent reassessment and agreeing to start making payments on their rent and arrears, they have not complied. The Respondent had a credit balance in June 2020, but after only making one payment of \$400 in the following thirty-five month period, the Respondent now has significant arrears.

I am satisfied based on the evidence and testimony that termination of the tenancy agreement and eviction are justified and will order termination of the tenancy agreement on June 15, 2023 and eviction on June 30, 2023.

Although not included in this decision, I caution the Respondent that they will owe rent for their tenancy in June 2023, and could be held responsible to the Landlord for payment of compensation for use and occupation of the rental premises if they do not vacate the rental premises when the tenancy terminates on June 15, 2023.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$36,753.10 (p. 41(4)(a));
- terminating the tenancy agreement on June 15, 2023 (p. 41(4)(c); and
- evicting the Respondent from the rental premises on or after June 30, 2023 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer