

IN THE MATTER between **H.N.T.**, Applicant, and **L.N.**, 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 **community of Deline in the Northwest Territories**.

BETWEEN:

H.N.T.

Applicant/Landlord

-and-

L.N.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 1, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	D.T., representing te Applicant
	L.N., Respondent
<u>Date of Decision:</u>	August 3, 2023

REASONS FOR DECISION

The written tenancy agreement between the parties was monthly and commenced on July 1, 2020. The premises are subsidized public housing. The Application was filed on June 5, 2023.

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, terminating the tenancy agreement, and evicting the Respondent.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at July 1, 2023 in the amount of \$14,990. The Applicant testified that since that date the August rent of \$1,445 had come due and no payments had been received, bringing the balance owing to \$16,435.

The Respondent stated that his cousin had moved out of the premises in March 2023 reducing the household income. He stated that he had applied for a rent adjustment but no adjustment had been applied. The Applicant acknowledged that the rent adjustment and new income information had been received but was still being processed by headquarters.

The Respondent stated that they would be able to pay the monthly rent plus an additional \$500/month until the rent arrears were paid in full. The Applicant agreed to this payment arrangement and withdrew the request to terminate the tenancy agreement in favour of an order to pay the arrears in accordance with the proposed payment plan.

On August 2, 2023, the Applicant advised that the Respondent's rent had been reassessed and filed a revised lease balance statement indicating the revised assessments and a current balance of \$9,819. The revisions are consistent with the testimony of the parties at the hearing and, in my opinion, it is fair and reasonable to consider them in this decision.

I find the revised lease balance statement in order and find the Respondent in breach of their obligation to pay the full amount of rent. I find rent arrears of \$9,819. An order shall issue requiring the Respondent to pay the Applicant \$9,819 in monthly installments of no less than \$500, payable no later than the last business day of every month, until the rent arrears are paid in full. The first payment shall be due no later than August 31, 2023. The Respondent is also ordered to pay the monthly assessed rent on time every month.

Should the Respondent fail to pay the rent arrears or monthly rent in accordance with this order, the Applicant may file an Application to rescind this order and order the full lump sum payment of any balance owing.

Hal Logsdon
Rental Officer