

IN THE MATTER between **H.N.T.**, Applicant, and **N.T.**, 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-

**N.T.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 1, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>D.T., representing the Applicant</b>
	<b>N.T., Respondent</b>
<b><u>Date of Decision:</u></b>	<b>August 7, 2023</b>

### **REASONS FOR DECISION**

The monthly tenancy agreement between the parties was made in writing and commenced on January 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 stated that the Respondent had vacated the premises on May 1, 2023 at the request of the landlord in order to facilitate major repairs to the residential complex. The tenancy agreement was not terminated in accordance with section 59 or by mutual agreement and the Respondent is expected to resume occupation of the premises when the renovations are complete.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing of \$14,841.45.

The Respondent stated that they were given only a week to move out of the rental unit and was now living with their mother. She did not feel it was fair to require them to move with such short notice. They stated that they had been helping her mother with her rent and monthly household expenses. The Respondent did not dispute the rent arrears or offer any proposal to pay the outstanding rent.

A previous order (file 17285, filed on July 22, 2021) ordered the Respondent to pay rent arrears of \$4,314 and to pay future rent on time. In determining the amount of rent owing, the Rental Officer did not consider \$4,507, an undocumented balance from a previous joint tenancy which continues to appear as a “brought forward” item on the current statement. As there is still no accounting for this previous amount, I shall not consider it.

The Rental Officer also did not consider the full unsubsidized rent applied in July 2021 as it conflicted with the testimony of the Respondent that they had reported the household income and the income earned would not have warranted the application of the full unsubsidized rent. The current ledger indicates that the July 2021 rent remains at the full subsidized rate and the August, September, and October rents were also assessed at that rate. The rent returned to \$555 in November 2021.

The Applicant stated that rent for that period had been reviewed and confirmed as correct. They stated that they had the assessment details from headquarters, confirming the assessments. I permitted the Applicant to provide evidence to support these rent assessments before making a final decision on the amount of rent owing.

On August 2, 2023, the Applicant filed a revised lease balance statement showing adjusted rent for July-October 2021. Those rents have all been adjusted to \$555/month. Although the assessment details were not provided as requested, I am satisfied that these assessments are reasonable. The statement now indicates a balance of \$11,281.45.

The previous order (\$4,314) has been partially satisfied through garnishments of income tax refunds totalling \$722.87, leaving a balance of \$3,591.13 which may still be enforced.

I find the revised ledger in order and find the Respondent in breach of their obligation to pay rent. Taking into consideration, the previous undocumented balance of an earlier tenancy agreement and the unsatisfied balance of the previous order, I find rent arrears of \$3,183.32.

Balance as per revised statement	\$11,281.45
Less balance from previous tenancy	4,507.00
Less unsatisfied balance of previous order	<u>3,591.13</u>
Rent arrears	\$3,183.32

The rent ledger suggests that the arrears have accumulated due to several periods of 2-3 months without any rent payments rather than a general disregard of the responsibility to pay rent. Although the Respondent had no immediate suggestions on how the arrears might be paid, in my opinion they should be given a chance to pay the rent arrears in installments and avoid termination of the tenancy. In my opinion payments of \$200/month plus the monthly assessed rent is reasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$3,183.33. The arrears shall be paid in monthly payments of no less than \$200, payable no later than the last 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 shall also pay the monthly assessed rent on time (when the repairs are complete and the Respondent resumes possession of the premises).

Should the Respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the Applicant may file an application rescinding this order and seeking the full lump sum payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer