

IN THE MATTER between **HNT**, Applicant, and **KM**, 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 **hamlet of Ulukhaktok in the Northwest Territories**

BETWEEN:

HNT

Applicant/Landlord

-and-

KM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 15, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: SK, representing the Applicant
KJ, representing the Applicant
EL, representing the Respondent
KM, the Respondent

Date of Decision: September 13, 2023

REASONS FOR DECISION

The tenancy agreement between the parties is monthly and commenced on November 1, 2014. The premises are subsidized public housing.

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, termination of the tenancy agreement, and the eviction of the Respondent.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing in the amount of \$3,975.07. Rents for July and August 2023 have been assessed at \$1,445. The Applicant stated that the rents had been assessed at the full subsidized rate because the Respondent had not completed their income tax and submitted the notice of assessment in order to calculate a subsidized rent.

The Applicant also noted that the Respondent had failed to pay for electricity on several occasions resulting in a disconnection notice from the supplier of electricity. Although the Applicant did not cite section 45 in the application, the evidence submitted with the application clearly establishes that the Respondent was in breach of his obligation to pay for electricity during the term.

Rental Officer Order #17624 dated September 14, 2022, required the Respondent to pay rent arrears of \$905.07 and to pay future rent on time. There is no evidence that this order has been filed or enforced by the Applicant.

The Respondent did not dispute the allegations. The Respondent's representative stated that the Respondent had filed their income tax about two weeks prior to the hearing but had not received a rent assessment yet. The representative stated that the Respondent was now receiving support to ensure timely rent payments and prompt payment of electricity.

The Applicant stated that the rents would undoubtedly be assessed at \$70 after the reassessment was completed and would be effective retroactively. The Applicant withdrew their request for termination of the tenancy in favour of an order to pay the rent arrears in installments plus the monthly assessed rent.

I find the ledger in order. However, given the level of confidence that the July and August rent will be reassessed at \$70, it is reasonable to take those future adjustments into consideration. As well, the previous order is still enforceable and should not be included in this order. Taking these adjustments into consideration an order shall be issued requiring the Respondent to pay the Applicant rent arrears of \$320 calculated as follows:

Balance as per lease balance statement	\$3,975.07
Deduct July and August assessments	(2,890.00)
Reassessed July and August rents	140.00
Deduct previous order	<u>(905.07)</u>
Order	<u>\$320.00</u>

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$320. The rent arrears shall be paid in monthly payments of no less than \$50, 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 on September 29, 2023. The Respondent is also ordered to pay future rent on time and to comply with their obligation to pay for electricity during the term of the tenancy.

Hal Logsdon
Rental Officer