

IN THE MATTER between **HNT**, Applicant, and **AK**, 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:

**HNT**

Applicant/Landlord

-and-

**AK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 15, 2023

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

**Appearances at Hearing:** DT, representing the Applicant

**Date of Decision:** September 25, 2023

### **REASONS FOR DECISION**

The application was filed on June 5, 2023, and set for hearing on August 15, 2023. The Respondent was personally served with a notice of attendance on July 14, 2023, but failed to appear at the hearing. The hearing was held in their absence.

The Applicant provided a copy of a monthly tenancy agreement between the parties signed by the landlord but not by the Respondent. However, it was established at a previous hearing (file 17647, heard on October 28, 2022) that a continuous monthly sole tenancy agreement had existed between the parties since July 1, 2020. The current document, albeit in a somewhat different format, contains essentially the same rights and obligations of the parties, refers to the same rental premises and confirms a single continuous tenancy since July 1, 2020. I am satisfied that a valid tenancy agreement exists between the parties.

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 from the premises.

The Applicant provided a lease balance statement indicating a balance of rent owing as at June 1, 2023, in the amount of \$5,294.13. The Applicant testified that they had not received any payments since that date and that they had not received any assessments from headquarters for July or August rents. The lease balance statement also contains an opening balance of \$1,464.13. The Applicant did not provide any accounting of this balance.

The previously mentioned order (file 17647, heard on October 28, 2022) ordered the Respondent to pay future rent on time. Although the current lease balance statement indicates a balance of rent owing of \$5,474.13 on that date, there was not a monetary order issued. There were no reasons for decision issued but the recording of the hearing explains the Rental Officer's decision to not issue a monetary order.

The Respondent's testimony and the questioning of the parties at that hearing cast a significant doubt that the rent for the premises had been based on the eligible household income in accordance with the approved rent scale. The Applicant was unable to provide evidence concerning the quantum or sources of household income used to calculate the rents or documentation of the rent assessments during the term. This evidence appears to reside at headquarters and is not easily accessible, or understandable at the community agency level.

As stated by the Rental Officer at the October, 2022 hearing,

“I am seeing a very valid question being raised by [the Respondent’s] observations and what we are seeing here today, and whether or not the rent that has been assessed has been accurate and actually reflects the household income of the people that lived and live with [the Respondent].”

The rent assessments contained on the current lease balance statement have not been amended nor has the Applicant provided any evidence to substantiate the assessments that were in question at the previous hearing. I am unable to express any more confidence in those alleged rent arrears today.

However, hearing no evidence that the rent assessments and payments since that date are inaccurate, I shall consider rent arrears that have accrued since the last hearing.

Total rent assessments from November 1/22 to June 1/23	\$2,600.00
Total payments from November 1/22	<u>2,292.50</u>
<b>Total</b>	<b><u>\$307.50</u></b>

I find the Respondent in breach of their obligation to pay rent and in breach of the previous order requiring them to pay future rent on time. I find rent arrears for the above noted period to be \$307.50. In my opinion, there are not sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$307.50. The previous order to pay the monthly rent on time remains in effect.

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Hal Logsdon  
Rental Officer