

IN THE MATTER between **HNT**, Applicant, and **AM**, 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,

BETWEEN:

HNT

Applicant/Landlord

-and-

AM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant RO, representing the Applicant
<u>Date of Decision:</u>	October 4, 2023

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against AM as the Respondent/Tenant was filed by the Rental Office June 13, 2023. 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 June 22, 2023.

The Applicant claimed the Respondent had repeatedly not paid their rent and had accumulated significant rental arrears. An order was sought for payment of rental arrears and to pay all future rent on time, as well as for termination of the tenancy agreement and eviction.

A hearing was scheduled for August 9, 2023, but was re-scheduled at the request of the Applicant. A hearing was held on October 4, 2023, by three-way teleconference. RO, LE, and TM appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided notice by registered mail on August 22, 2023, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #17157 was issued on May 7, 2021, and required the Respondent to pay rental arrears in the amount of \$3,184, to pay future rent on time, and terminated the tenancy agreement November 30, 2021, unless rental arrears were paid in full and rents for June to November 2021 were paid on time.

The Respondent did not comply with the order or conditions and the rental arrears remain outstanding. The tenancy which was terminated on November 30, 2021, was re-instated by the Landlord on December 1, 2021.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on December 14, 2017, and continues month to month. In June 2023 the Respondent's subsidized rent was assessed at \$580 per month. However, after not providing income information for 2022 as required under the written tenancy agreement, they were no longer eligible for a subsidy. Their rent is currently \$1,545 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 lease balance statement with charges and payments made up to June 1, 2023. This statement represents the Landlord's accounting of monthly rent charged and payments made against the Tenant's rent account during this tenancy. According to this statement on June 1, 2023, the Respondent had outstanding rental arrears totalling \$14,549.

At the hearing the Applicant testified the Respondent had not provided their income information for 2022 and was being charged full market rent of \$1,545 for the months of July, August, September and October 2023. No payments have been made and the balance owing for rent is currently \$20,729.

This balance includes the previously ordered amount of \$3,184 which can still be enforced. Once this amount is deducted from the balance, I find the Respondent has accumulated a further \$17,545 in rental arrears.

Termination of tenancy agreement and eviction

According to the evidence and testimony, the Respondent did not comply with the previous order and are in breach of their obligation to pay rent when due. Since the last order was issued they have accumulated a further \$17,545 in rental arrears. They either didn't pay any rent or made small payments that were less than the rent charged. According to the updated lease balance statement in the last twenty-two months they have only made one payment for \$500.

Based on the evidence and testimony I am satisfied that the Respondent has breached the previous order and has repeatedly not paid their rent when due. Termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$17,545 (p. 41(4)(a));
- terminating the tenancy agreement on October 31, 2023 (p. 41(4)(c), p. 45(4)(e));

- evicting the Respondent from the rental premises on November 1, 2023 (p. 63(4)(a)); and
- requiring the Respondent to compensate the Applicant for the use and occupation of the rental premises after the tenancy is terminated at the rate of \$50.79 per day to a maximum of \$1,545 per month (p. 63(4)(b)).

Janice Laycock
Rental Officer