

IN THE MATTER between **HNT**, Applicant, and **CC and PW**, Respondents.

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-

CC and PW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 22, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM and LE, representing the Applicant

Date of Decision: November 22, 2023

REASONS FOR DECISION

An application to a rental officer made by Bechoko Ko Gha Kaodee on behalf of Housing NWT as the Applicant/Landlord against CC and PW as the Respondents/Tenants 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 Respondents on June 22, 2023.

The Applicant claimed the Respondents had repeatedly not paid their rent and had accumulated significant rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement and eviction, as well as compensation for use and occupation after termination of the tenancy agreement.

A hearing was scheduled for August 9, 2023, but was rescheduled at the request of the Applicant. A hearing was held on October 4, 2023, by three-way teleconference. LE and TM appeared representing the Applicant. CC appeared representing the Respondents. LZ appeared at the hearing in support of the Respondents.

The hearing was adjourned to a later date to allow time for the parties to consider revised household income information and come to agreement on a payment plan. The hearing resumed on November 22, 2023, by three-way teleconference. LE and TM appeared representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As the Respondents had been provided notice of the hearing by email deemed served on October 7, 2023, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on April 1, 2012, and continues month to month. After the last hearing, further household income information was provided and the rent was re-assessed. As of July 1, 2023, the subsidized rent is currently \$75 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 November 1, 2023. This statement represents the Landlord's accounting of monthly rent charged and payments made against the account during this tenancy.

According to the evidence and testimony of the Applicant, the Respondents had not paid any rent since March of 2022, and had accumulated significant rental arrears. Since the last hearing on October 4, 2023, in addition to providing information to support a re-assessment resulting in their rent dropping from full market rent of \$1,545 per month to subsidized rent of \$75 per month, the Respondents also signed an agreement to pay \$200 per month against their rental arrears and to pay their rent when due. In October 2023, the Respondents made a payment of \$200 in compliance with their agreement to pay and another payment of \$1000 in compliance with their promise to pay this amount at the hearing on October 4, 2023.

The Applicant testified they had recently talked to the Respondent about making payments for November, however, despite the Respondent promising to come in and make a payment, no payments have been received. According to the lease balance statement, not including charges of \$135.47 for tenant damages, rental arrears now owing are \$7,375.

I am satisfied, based on the evidence and testimony that the Respondents are in breach of subsection 41(1) of the Act to pay rent when due and have rental arrears owing totalling \$7,375.

Termination of the tenancy agreement and eviction

According to the evidence the Respondents have repeatedly not paid rent when due, and had accumulated significant rental arrears. After making payments in October, they have not complied with their Agreement to Pay Rental Arrears and have not paid rent for November. The Applicant testified that based on the Respondents' history, they did not have any confidence that rent and arrears payments would be made in the future.

Based on the evidence and testimony, I am satisfied that termination of the tenancy agreement and eviction are justified, however, considering the recent steps that the Respondents have taken and with the agreement of the Applicant, the termination will be conditional. If the Respondents can pay at least \$200 per month on their arrears for the months November 2023 to February 2024, and pay their subsidized rent when due for

December 2023, January and February 2024, their tenancy will continue. If they do not comply with these conditions, their tenancy agreement will be terminated on February 29, 2024, and eviction will follow on March 1, 2024.

Compensation for use and occupancy after termination of the tenancy agreement

I believe as the termination of the tenancy agreement is conditional, that an order for compensation for use and occupancy is not appropriate at this time. If the Respondent does not comply with the conditions of the order and the tenancy is terminated, the Applicant may return with an application for compensation for use and occupancy.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears owing in the amount of \$7,375(p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on February 29, 2024 unless at least \$800 is paid on the rental arrears; rent for December 2023, January and February 2024, is paid when due; (p. 41(4)(c) and ss. 83(2)); and
- evicting the Respondents from the rental premises on or after March 1, 2024, if the tenancy is terminated (p. 63(4)(a) and ss. 83(2)).

Janice Laycock

Rental Officer