

IN THE MATTER between **HNWT**, Applicant, and **SS**, 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:

HNWT

Applicant/Landlord

-and-

SS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 6, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DW, representing the Applicant SS, the Respondent
<u>Date of Decision:</u>	December 6, 2023

REASONS FOR DECISION

An application to a rental officer made by THA as the Applicant/Landlord against SS as the Respondent/Tenant was filed by the Rental Office November 1, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent on November 28, 2023.

The Applicant claimed that the Respondent had not paid their rent when due and arrears had accumulated. An order was sought for payment of rental arrears, termination of the tenancy agreement and eviction.

A hearing was held on December 6, 2023, by three-way teleconference. DW attended the hearing representing the Applicant. The Respondent, SS, appeared at the hearing.

Preliminary matters

The application was made by THA against SS. At the hearing it was clarified that the application was made by the THA on behalf of HNWT, and the style of cause was amended accordingly.

Previous orders

- Rental Officer Order #15366 NTHC v PS and SS, hearing March 2, 2017. Rescinded paragraph 1 of previous order 20-11103 and ordered the Respondents to pay rental arrears totalling \$27,618, pay rent on time, Peter to report income and not breach this obligation again, termination of the tenancy agreement June 30, 2017, unless at least \$300 is paid on arrears, rent for April to June is paid on time, and income for 2015 calendar year is provided. If tenancy terminated then Respondents evicted July 1, 2017.
- Rental Officer Order #20-13231 NTHC v PS and SS, issued March 6, 2013, required the respondents to comply with their obligation to report their income as required and not breach that obligation again.
- Rental Officer Order #20-11103, NTHC v PS and SS, issued January 21, 2010, rescinded Rental Officer Order #20-10420 and required the Respondents to pay rental arrears in the amount of \$34,334 in minimum monthly installments of \$20 starting in January 2010, and to pay their rent on time in the future.
- Rental Officer Order 20-10420, NTHC v PS and SS, issued October 29, 2008, rescinded Rental Officer Order #20-9589 and required the respondents to pay rental arrears in the amount of

\$7,346, and terminated the tenancy agreement November 21, 2008, unless rental arrears paid in full.

- Rental Officer Order 20-9589, NTHC v PS and SS, issued July 26, 2007,, required the Respondents to pay rental arrears in the amount of \$9,203 in minimum monthly installments of \$500 starting in July 2007, and required the respondents to pay their future rent on time.
- Rental Officer Order 20-8310, NTHC v PS and SS, issued April 20, 2005, required the Respondents to pay rental arrears in the amount of \$9,068.59, terminated the tenancy agreement May 16, 2005 unless the rental arrears paid in full, and required the Respondents to pay future rent on time.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between THA and SS for subsidized public housing. This agreement commenced on September 24, 2018, and continues month to month. The Respondent's rent for the July 2022 to June 2023 rental year was as high as \$1445, and is currently \$325 per month.

I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The Applicant provided as evidence an updated lease balance statement with charges and payments made up to December 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 lease balance statement the Respondent continues to make payments on prior arrears ordered, however, they have repeatedly not paid their rent when due, and have accrued rental arrears totalling \$27,483.68 during the current tenancy.

I am satisfied based on the evidence and testimony that the Respondent has rental arrears currently owing totalling \$27,483.68. This is in addition to arrears previously ordered.

Termination and eviction

Based on the evidence and testimony it is clear that the Respondent had repeatedly failed to pay their rent when due and has accumulated significant rental arrears during this tenancy.

At the hearing the Respondent stated that since their husband died they have been in a sole tenancy agreement. They claimed that their rent was incorrectly assessed in past years because their grand daughter was living with them, and she hadn't provided income information.

The Applicant testified that the Respondent had a variety of people living in the rental unit and the entire household income was considered when the rent subsidy was calculated, resulting in a fair assessment. They reported that they have been working with the Respondent on a payment plan and as the Respondent's rent had come down, they felt confident an agreement was possible. The Applicant stated they would be satisfied if the rent was paid and at least something paid on the rental arrears each month.

The Respondent agreed to continuing working with the Applicant, to come up with a payment plan, and pay their monthly rent. They were hoping to get some funding to help pay off the rental arrears owing.

Based on this agreement and the engagement of the Respondent, the Applicant withdrew their request for termination of the tenancy agreement and eviction.

At the hearing I encouraged the Respondent to comply with their obligations under the Act to pay their rent when due, continue to work to pay off the arrears, or the Applicant would be justified in returning with a new application for termination of the tenancy agreement and eviction.

Order

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$27,483.68 (p. 41(4)(a)); and
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).

Janice Laycock
Rental Officer