

IN THE MATTER between **HNT**, Applicant, and **LO**, 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-

LO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 24, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SK, representing the Applicant
KJ, representing the Applicant

Date of Decision: January 24, 2024

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of HNT as the Applicant/Landlord against LO as the Respondent/Tenant was filed by the Rental Office November 27, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was served on the Respondent by registered mail on January 12, 2024.

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

A hearing was held on January 24, 2024. SK and KJ appeared representing the Applicant. The Respondent LO appeared at the hearing.

Previous orders

- Rental Officer Order #16903, NTHC v LO, issued April 8, 2020 - required the Respondent to pay rental arrears totalling \$2,574.99, pay rent on time in the future, comply with obligation to move from unit #90 to unit #97 in accordance with the written tenancy agreement, and termination of the tenancy agreement on June 30, 2020, unless rental arrears \$2,574.99, are paid, rents for April, May and June 2020, are paid on time, and the Respondent moves to unit #97.

In the Reasons for this order, the rental officer notes that arrears ordered in previous Rental Officer Order #20-13678 were satisfied.

- Rental Officer Order #20-13678, UHA v LO, issued August 12, 2014 - required the Respondent to pay rental arrears totalling \$27,971.10, and to pay future rent on time.

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on April 1, 2012 and continuing month to month.

At the hearing I confirmed that the Respondent complied with previous Rental Officer Order #16903, having paid off their arrears and moved rental units, and as a result the tenancy was not terminated. The Applicant also clarified that later a decision had been made to return the Respondent to unit #90 where they currently reside.

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

Rental arrears

The lease balance statement entered into evidence by the Applicant represents the Landlord's accounting of monthly rents and payments received against the Respondent's rental account. All rents are subsidized and the rent which was \$140 up to June 2023, went to \$555 per month beginning in July 2023.

According to the statement provided with the Application, after having a \$0 balance in June 2023, not make any payments for rent in the period July 2023, to October 2023, and one payment of \$250 on November 3, 2023, the Respondent had a balance owing in November 2023, of \$2,525.

At the hearing the Applicant testified the Respondent had made no further payments and after calculating charges for rent in December 2023, of \$555, and January 2024, of \$555, the current rental arrears owing are \$3,635.

The Respondent testified that because of an injury they have not worked since December 2022, and they had no income. They had applied for disability benefits but had not yet received a response.

The Applicant reminded the Respondent that the assessed rent was based on the household income for 2022, which includes the Respondent's spouse who is working, and should also be making payments towards the rent. They stated that they were willing to work with the Respondent to re-assess their rent which would most likely decrease to reflect their changed circumstances, possibly to the former subsidized rent of \$140 per month. Previous attempts had been made to engage the Respondent in this process with no success. The Respondent agreed to work with them on a re-assessment.

Considering the Respondents circumstances, the Applicant's willingness to work with them on a re-assessment, and the likely-hood of a decrease in the subsidized rent to \$140, I have calculated the rent owing at the previously subsidized rate of \$140 per month - 7 months x \$140 = \$780 - \$250 (payment made November 3, 2023) = \$730.

I find the Respondent in breach of their obligation under the Act to provide income information as specified and to pay rent when due. I find rental arrears owing totalling \$730.

At the hearing I recognized that if the Respondent does not work with the Applicant on a re-assessment, or if the assessment of the household income results in subsidized rent greater than \$140 per month, the Applicant may return to the Rental Office with a new application.

Termination of the tenancy and eviction

According to the evidence and testimony, I find the Respondent has repeatedly failed to pay rent when due and is in breach of their obligations under the Act. I am satisfied that termination of the tenancy agreement is justified, and will issue an order for termination.

With the agreement of the Applicant, and the assurances of the Respondent that they will make payments and work on the re-assessment, the termination of the tenancy agreement on April 30, 2024, will be conditional. If the Respondent pays rental arrears of \$730, pays rent when due at the previously subsidized rate of \$140 for February, March and April 2024, and complies with their obligation under Section 6 of the written tenancy agreement to provide household income information as specified by the landlord, their tenancy will continue.

In my opinion, considering the circumstances, an eviction order is not justified.

Orders

An order shall issue:

- requiring the Respondent to pay rental arrears in the amount of \$730 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to comply with their obligation under the tenancy agreement to provide household income information as specified by the landlord (45(4)(a).
- terminating the tenancy agreement on April 30, 2024, unless rental arrears of \$730 are paid, subsidized rent of \$140 per month is paid when due for February, March and April 2024, and household income information is provided as specified by the Applicant (p. 41(4)(c), 45(4)(e), and ss. 83(2)).

Janice Laycock
Rental Officer