

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

**VLG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 13, 2024

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

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

**Date of Decision:** March 13, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by the Fort Smith Housing Authority on behalf of HNT as the Applicant/Landlord against VLG as the Respondent/Tenant was filed by the Rental Office May 30, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served by registered mail on the Respondent on June 13, 2023.

The Applicant claimed the tenant had repeatedly not paid their rent when due. An order was sought for termination of the tenancy agreement.

A hearing was held on August 2, 2023, by three-way teleconference. JG appeared representing the Applicant. The Respondent, VLG, appeared at the hearing. At the hearing the Respondent disputed their assessed rent. The hearing was adjourned to allow the parties further time to review the assessed rent and outstanding arrears claimed and attempt to find a resolution.

A hearing was scheduled for September 13, 2023, but was cancelled due to the wildfire evacuations, another hearing was scheduled for November 29, 2023, but was cancelled at the request of the Applicant. Another hearing was scheduled for January 17, 2024 but was cancelled at the request of the Applicant.

A hearing was held on March 13, 2024, by three-way teleconference. JG appeared representing the Applicant. The Respondent did not appear nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I note that after the hearing the Respondent contacted the Rental Office to say that they had attempted to join the call but were not able to. As I was able to make decisions based on the evidence and the Respondents previous testimony, I decided not to re-open the hearing.

#### *Tenancy agreement*

The Applicant provided as evidence the residential tenancy agreement for subsidized public housing commencing on April 1, 2012 and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

At the hearing in August 2023, the Applicant alleged that the Respondent was no longer living in the rental premises. The Responded refuted this, stating emphatically that the rental

premises were their permanent residence and they intended to live there. At the hearing in March 2024, the Applicant again alleged that the Respondent was not living in the rental premises as they were out of town on many occasions.

Under subsection 1(3) of the Act, a tenant has abandoned the rental premises (a) where the landlord has reasonable grounds to believe the tenant has left the rental premises: or (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is not longer sufficient to meet the tenant's obligation to pay.

In my opinion the Respondent has not abandoned the rental premises. Based on their prior testimony they are living in the rental premises as are their family members, and they are paying regular rent.

#### *Rental arrears*

Prior to the hearing on August 2, 2023, the Applicant provided as evidence an updated lease balance statement up to August 1, 2023. This lease balance statement as well as the version provided with the application, represents the Landlord's accounting of assessed rent charged and payments made against the Respondent's rent account. According to the statements as of July 1, 2023, the assessed subsidized rent was \$610, and after a credit balance in October 2020 of \$60, and not paying their full rent when due in some months, the Respondent had rental arrears owing totalling \$1,446.

At the hearing the Respondent testified that their rent was re-assessed from \$80 to \$365 in July 2021, as a result of a Canada Emergency Response Benefit (CERB) payment from the Government of Canada. The claimed that despite repeated requests to have their rental income re-assessed, and providing documentation to support their request no re-assessment was carried out, and as a result the arrears claimed on the statement are in error. The Applicant was not able to comment or provide information on these allegations.

I adjourned the hearing to allow further time for the Respondent and Applicant to review the rental assessment and asked them to provide information to the Rental Office to support their claims.

The Applicant and the Respondent provided information prior to the hearing that resumed on March 13, 2024, including an updated lease balance statement showing that on March 12, 2024, the Respondent had addressed their previous arrears, had been paying their rent each month, and currently had rent owing only for the Month of March 2024. In my view rent owing for March are not rental arrears as the Respondent has been paying their monthly rent each month and I would expect that they will do so.

Also, the Applicant testified that based on concerns raised by the Respondent they had reviewed the assessed rent and concluded no retroactive changes to the rent charged needed to be made.

I am satisfied the lease balance statements accurately reflect the payments received against the Respondent's rent account, and find that the Respondent has no rental arrears and an order to pay will not be issued.

*Termination of the tenancy agreement*

According to the lease balance statement provided as evidence the Respondent has had rent owing each month from November 2020, to November 2023 as a result of not paying their full rent when due. The amounts owing have varied from \$1,600 to \$46. However, since the application was filed in May 2023, the Respondent has paid off outstanding arrears and has been paying their rent each month. In my opinion termination of the tenancy agreement is not justified and I deny the Applicants request for an order.

However, considering the past history of arrears, I think it is reasonable to issue an order for the Respondent to pay their rent on time in the future.

*Order*

An order will issue for the Respondent to pay their rent on time in the future ((41(4)(b))).

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Janice Laycock  
Rental Officer