

IN THE MATTER between **HNT**, Applicant, and **MC**, 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, regarding a rental premises located within the **community of Lutsel k'e in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

MC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 26, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MRC

Date of Decision: June 26, 2024

REASONS FOR DECISION

An application to a rental officer made by LHA on behalf of HNT as the Applicant/Landlord against MC 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 Lutsel k'e, Northwest Territories. The filed application was served on the Respondent by registered mail on November 9, 2023.

The Applicant claimed the Respondent had repeatedly not paid their rent when due, had accrued significant rental arrears, and was responsible for costs for repair of tenant damages. An order was sought for payment of rental arrears, to pay rent on time, payment of costs for repair of damages, termination of the tenancy agreement, eviction, as well as compensation for use and occupation after termination of the tenancy.

A hearing was held on December 13, 2023, by three-way teleconference. MRC appeared representing the Applicant, the Respondent did not appear, nor did anyone appear on their behalf. As the Respondent received sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

The hearing was adjourned to allow the parties more time to resolve the rental arrears. I understood the Respondent was seeking funding to address their arrears and may be eligible for a reassessment of their subsidized rent.

The hearing commenced on June 26, 2024, by three-way teleconference. MRC appeared representing the Applicant, the Respondent did not appear, nor did anyone appear on their behalf. As the Respondent received notice of the resumption of the hearing on April 27, 2024, the hearing proceeded as provided under the Act.

Tenancy agreement

The Applicant provides, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on February 16, 2020 and continuing month to month. The subsidized rent is \$790 per month. I am satisfied there is a valid tenancy agreement between the parties in accordance with the Act.

Rental arrears

The lease balance statement provided, as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to the updated statement dated June 26, 2024, the balance owing was \$16,497.80 on June 1, 2024. The Respondent recently received funding from Jordan's Principle totalling \$12,547.80, and the balance currently owing is \$3,950.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and I find the Respondent has rental arrears owing in the amount of \$3,950.

Tenant damages

The Applicant claimed costs for repair of tenant damages totalling \$726.80. According to the lease balance statement this amount has been paid in full, and this claim was dropped.

Termination and eviction

According to the lease balance statement provided, as evidence, the Respondent has repeatedly breached their obligation to pay their rent when due. In June 2021, they had a credit on their statement, however, in the following 35 months they only made two payments and accrued significant rental arrears. Although the Respondent has accessed funding to reduce their rental arrears, they have repeatedly breached their obligation under the Act to pay their rent when due.

The Applicant provided evidence of repeated notices to the Respondent about their rental arrears, and at the hearing expressed their frustration with the situation. They believe based on recent income information that the Respondent may be eligible for a reassessment of their rent for the year July 2023 to June 2024, if they would only work with the Applicant on the documentation to seek a reassessment.

The Respondent recently came to the office and dropped off a document for their 2023 income information, but did not stay long enough to find out that this was not the required document and signatures were required. The Applicant stated they have no confidence that the rent owing will be paid when due, and unfortunately they needed to seek termination of the tenancy agreement and eviction.

The hearing was adjourned in December 2023, to allow the Respondent an opportunity to address their arrears and pay their rent when due. Until they secured funding to pay off a portion of their rental arrears, no rent was paid in the period between the December 2023 and June 2024, nor did they take advantage of the opportunity to seek reassessment of their rent, or provide the documents required to establish household income information for 2023 as required in section 6 of their tenancy agreement.

I am satisfied, based on the testimony and evidence, that the Respondent has repeatedly breached their obligation to pay their rent when due and despite securing funding to pay of a large portion of their arrears, termination of their tenancy agreement and eviction are justified.

With the support of the Applicant, termination of the tenancy agreement will be conditional on the Respondent providing household income information for 2023 as required under section 6 of their tenancy agreement, paying their rent for July, August, and September 2024 when due, and paying off their remaining rental arrears totalling \$3,950. If the Respondent does not comply with these conditions, their tenancy will be terminated on September 30, 2024 and they will be evicted from the rental premises on October 1, 2024.

I encourage the Respondent to work with their landlord and seek a reassessment of their rent for the 2023/24 year, as it is expected this will reduce the rental arrears owing. I also encourage them to provide the required income information for the 2023 year, which will set their subsidized rent for 2024/25.

Compensation for use and occupation

The Applicant also requested an order for compensation for use and occupation under subsection 67(4) of the Act. Under subsection 67(1) of the Act, “a landlord is entitled to compensation for a former tenant’s use and occupation of the rental premises after the tenancy has been terminated.”

Considering that the order terminating their tenancy is conditional, I denied this request and suggested the Applicant return with an application if the Respondent does not comply with their conditions and the tenancy is terminated.

Orders

An order will issue:

- requiring the Respondent to pay rent owing in the amount of \$3,950 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy on September 30, 2024, and requiring the tenant to vacate the rental premises on that date, unless household income information for 2023 is provided as required under section 6 of their written tenancy agreement, rental arrears are paid in full, and rent for July, August, and September 2024, is paid when due (p.45(4)(e), p.(41(4)(c) and ss 83(1)); and
- if the tenancy is terminated, the Respondent is evicted from the rental premises on October 1, 2024 (p. 63(4)(a)).