

IN THE MATTER between **HNT**, Applicant, and, **SO and AK**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **town of Inuvik in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SO AND AK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 27, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CC, representing the Applicant

Date of Decision: June 28, 2024

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against SO and AK as the Respondents/Tenants was filed by the Rental Office February 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondents on April 10, 2024. The hearing was rescheduled and the Respondents were notified by registered mail on May 21, 2024.

The Applicant claimed the Respondents had failed to pay rent, pay rent on time, accumulated rent arrears, and caused damages to the rental premises. An order was sought for payment of arrears, payment of damages, termination of the tenancy agreement, and eviction.

A hearing was originally scheduled for May 8, 2024. Prior to the hearing, the Applicant's representative requested the hearing rescheduled due to a personal issue for the Respondents. The hearing was rescheduled for June 27, 2024, by three-way teleconference. CC appeared representing the Applicant. SO and AK did not appear at the hearing, nor did anyone on their behalf. Due to the severity of the claim, the hearing was adjourned *Sine Die* subject to the Applicant providing supporting documentation to the claim.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing July 1, 2019, and continuing month-to-month. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Rental arrears

The lease balance statement entered into evidence with the application was dated February 15, 2024. The statement represent the Landlord's accounting of the monthly rents and payments received against the Respondent's rent and damages. According to the statement submitted with the application, the last time the Respondent's rent account was in good standing was February 27, 2023 . The statement showed the Respondents have failed to pay rent or pay rent on time or in full multiple times over the last year. After removing the tenant damages and payments, the rental arrears owing as of January 9, 2024, were \$3,250.00, which works out to 2 months of the maximum charged rent of \$1,625.00.

Due to the extended period of time between the application and hearing, the Rental Officer question if the Respondents had made any payments; incurred arrears or caused more damages. The Applicant's representative testified payments had been made through Jordans Principal and by the Respondents. The Applicant's representative also testified there were more damages and damage payments made. To ensure the Respondent's rental arrears are properly calculated, an updated lease balance statement was requested. After removing the new charges for damages and payment towards the damages, I find the Respondents arrears balance to be \$1,549.40.

I am satisfied the updated lease balance statement accurately reflects the current status of rent account and I find the Respondents have rental arrears totalling \$1,549.40.

Tenant Damages

In the application, the Applicant claimed the Respondents had caused damages and sought an order for payment of the damages. Evidence was submitted claiming \$2,560.00 for damages on February 27, 2023. In review of the lease balance statements, payments were made and cleared the damage claim on January 8, 2024. The current damage claim is not taken into account as the charges on the tenancy agreement are cost estimate. The new claim must be verified and will need to be submitted into a new application.

As the damage claim at the time of the application has been cleared, the Applicant's request for damages is denied.

Termination of tenancy and Eviction

In consideration of the Respondent's historical pattern of failing to pay rent when due and the accumulation of arrears, I am satisfied termination of the tenancy agreement and eviction are justified. However, the application to the Rental Officer indicates the Applicant's representative would be willing to enter into a Conditional Eviction Order.

Orders

An order will be issued:

1. requiring the Respondent to pay the rental arrears of \$1,549.40 (p.41(4)(a));
2. requiring the Respondent to pay rent on time in the future (p.41(4)(b));
3. terminate the tenancy on September 30, 2024, unless the rental arrears are paid in full and the monthly subsidized rents for July, August and September are paid on time and in full (p. 41(4)(c), ss.83(2));
4. evicting the Respondent from the rental premises October 1, 2024, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss.83(2)); and
5. requiring the Respondent to pay compensation and use for the rental premises for each day after the tenancy has been terminated (p. 63(4)(b)).

Jerry Vanhantsaeme
Rental Officer