

IN THE MATTER between **HNT**, Applicant, and **SM and JS**, 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 **self government of Deline in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SM AND JS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 16, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DT, representing the Applicant

Date of Decision: July 19, 2024

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of HNT as the Applicant/Landlord against SM and JS as the Respondents/Tenants was filed by the Rental Office February 13, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondents on March 29, 2024.

The Applicant claimed the Respondents has failed to pay rent on time and in full resulting in the accumulation of rental arrears. An order was sought for payment of the rental arrears, pay future rent on time and in full, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 7, 2024, but was rescheduled for July 16, 2024, upon request of the Applicant. All parties were provided notice of the scheduled hearing. The hearing proceeded on July 16, 2024, by three-way teleconference. DT appeared representing the Applicant. The Respondents failed to appear, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the Act. 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 month-to-month tenancy agreement commencing July 1, 2019. The tenancy agreement was signed by both parties but not dated. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous Orders

Rental Officer Order #17028, dated October 6, 2020, required the Respondent to pay rental arrears in the amount of \$2,808.78, in monthly installments of no less than \$500.00 each month until the arrears are paid in full, starting no later than October 31, 2020; pay monthly rent on time.

Rental Officer Order #17288, dated July 21, 2021, rescinded paragraph 1 of RO #17028 and requiring the Respondent to pay rental arrears in the amount of \$6,538.78, pay future rent on time, and a conditional termination of October 31, 2021, unless the rental arrears are paid in full and the monthly subsidized rents of August, September and October are paid on time. Should the Respondent fail to adhere to the conditional termination, they would be evicted from the rental premises on November 1, 2021.

Rental Officer Order #17723, dated October 11, 2022, required the Respondent to pay rental arrears in the amount of \$8,134.00, pay future rent on time and a conditional termination of January 31, 2023, unless the Respondent pays at the total arrears of \$14,672.78 is paid in full and the monthly subsidized rents of November, December and January are paid on time. Should the Respondent fail to adhere to the conditional termination, they would be evicted from the rental premises on February 1, 2023.

Rental Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments made against the Respondent's rent account. The lease balance statement indicates the Respondents' current calculated rent is \$325. The last time the Respondents were not in arrears was March 1, 2023.

The lease balance statement entered into evidence as part of the application indicated the Respondents' arrears balance as of January 12, 2024 was \$2,415.00 and from April 1, 2023 until January 15, 2024, the Respondent had missed 6 of 10 months of payments. At the calculated rent of \$325, the arrears balance equated to over 7 months of unpaid rent.

During the hearing, the Rental Officer questioned as to whether the Respondents were informed of their arrears. The Applicant testified the Respondents had been provided notices but the Applicant did not provide them with the application. The Applicant's representative also testified the Respondents had made payments and brought the arrears down to \$471.67.

In clarification to the notices and current balance, the Rental Officer requested an updated lease balance statement and copies of the notices. These items were provided and the updated lease balance dated July 18, 2024, showed the Respondents paid rent monthly from February to June 2024 along with a substantial amount towards the arrears, bringing the arrears down to \$471.67.

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 \$471.67.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay rent when required, the amount of accumulated rental arrears, I am satisfied the termination of tenancy agreement and eviction are justified. In agreement with the Applicant's representative, the termination of the tenancy and eviction will be conditional.

Order

- requiring the Respondents to pay rental arrears in the amount of \$471.67 (p.41(4)(a));
- requiring the Respondents to pay future rent on time (p.41(4)(b));
- terminating the tenancy agreement on November 30, 2024, unless the rental arrears are paid in full and the monthly subsidized rents for July to November 2024 are paid in full. (p. 41(4)(c), p. 83(2)); and
- evicting the Respondents from the rental premises on December 1, 2024, if the termination of the tenancy agreement becomes effective.

Jerry Vanhantsaeme
Rental Officer