

IN THE MATTER between **HNT**, Applicant, and **LP**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **hamlet of Tuktoyaktuk in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

LP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 2, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DM, representing the Applicant
LP, representing the Respondent

Date of Decision: July 3, 2024

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against LP as the Respondent/Tenant was filed by the Rental Office May 8, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondent on May 28, 2024.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of rent on time, and termination of the tenancy agreement.

A hearing was scheduled for July 2, 2024, in Yellowknife by three-way-teleconference. DM appeared representing the Applicant. LP appeared representing the Respondent.

Tenancy Agreement

Evidence was establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Previous orders

Rental Officer Order #15434, dated March 9, 2017, required the Respondent to pay arrears in the amount of \$1,847.05, pay future rent on time and a conditional termination of June 30, 2017 unless the Respondent pays at least \$1,200.00 towards the arrears and pay the rents for April, May and June on time, and should the Respondent fail to adhere to the conditional termination, be evicted from the rental premises on July 1, 2017.

Rental Officer Order #16784, dated January 21, 2020, required the Respondent to pay rental arrears in the amount of \$1,100.00, pay future rent on time and a conditional termination of April 30, 2020, unless the Respondent pays at least \$700.00 each month towards the rental arrears and the monthly subsidized rents of February, March and April, and should the Respondent fail to adhere to the conditional termination, be evicted from the rental premises on May 1, 2020.

Rental Officer Order #17198, dated April 28, 2021, required the Respondent to pay rental arrears in the amount of \$1,331.15, pay future rent on time, and a conditional termination of July 31, 2021 unless the rental arrears are paid in full and the monthly subsidized rents for May, June and July are paid on time, and should the Respondent fail to adhere to the conditional termination, be evicted from the rental premises on April 28, 2021.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments received since August 1, 2015 to June 30, 2024. During the tenancy, the Respondent's rent varied based on the income subsidy received from the Landlord. The subsidized rent from July 2023 to June 2024 is calculated at \$790.00. From July 2023 to June 2024, the Respondent had missed or failed to pay the rent in full twelve (12) times.

As of June 28, 2024, the lease balance statement indicated the Respondent has an arrears balance owing of \$18,567.91. In review of the lease balance statement, it was noted the Respondent did not adhere to the terms set out in Rental Officer Order #17198. As a result, the Applicant filed garnishment with Canada Revenue Agency (CRA). After deducting payments from CRA, I calculate a balance owing on Rental Officer Order #17198 to be \$101.00.

Taking into account the \$18,567.91 on the lease balance statement and removing the \$101.00 owed for Rental Officer Order #17198, the arrears balance owed is \$18,466.91.

I am satisfied the lease balance statement accurately reflect the current status of the Respondent's rent account and the historical pattern of behaviour throughout the tenancy. I find the Respondent has repeatedly failed to pay the rent in full when due and has also failed to comply with a previous Rental Officer Order.

During the hearing, the Respondent testified she rarely gets assistance from other household members for rent, her income is used for food. The Respondent also testified she is going on maternity leave shortly. When asking the Applicant's representative on whether they would be willing to enter into a conditional termination, the Applicant's representative agreed. The Applicant's representative only requested the Respondent to pay their rent and pay down arrears to avoid termination and future eviction

Termination of the tenancy

In consideration of the Respondent's historical pattern of failing to pay rent on time and in full and the Respondent failure to comply with Rental Officer Order #17198, I am satisfied the Applicant's request for termination is justified. This being said, the Applicant's representative and Respondent agreed to a payment plan of six months to get into routine of paying down the arrears at \$100.00 per month. A conditional termination will be issued.

Order

- requiring the Respondent to pay rental arrears in the amount of \$18,466.91 (p.41(4)(a));
- requiring the Respondent to pay future rent on time (p.41(4)(b)); and
- terminating the tenancy on December 31, 2024 unless at least \$100.00 is paid each month towards the rental arrears and the monthly subsidized rents for July, August, September, October, November, and December are paid in full (p. 41(4)(c), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer