

IN THE MATTER between **HNT**, Applicant, and **SF and KS**, 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 Whati in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SF AND KS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 31, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KAF, representing the Applicant

Date of Decision: July 31, 2024

REASONS FOR DECISION

An application to a rental officer made by WHA on behalf of HNT as the Applicant/Landlord against SF and KS as the Respondents/Tenants was filed by the Rental Office May 27, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The filed application was personally served on the Respondent June 5, 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 future rent on time, termination of the tenancy agreement, and eviction

A hearing was scheduled for July 31, 2024, in Yellowknife by three-way-teleconference. KAF appeared representing the Applicant. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The Respondents were personally served notice of the hearing on June 5, 2024. The hearing proceeded in the Respondents absence pursuant to subsection 80(2) of the Residential Tenancies Act (*Act*). Due to the severity of the application, the hearing was adjourned *Sine Die* to allow the Applicant to provide supporting documents to the claim.

Tenancy Agreement

The Applicant entered into evidence a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2014. In review of the application, the Rental Officer noted there was a corresponding lease balance statement, along with two other lease terms. The joint tenancy agreement's lease balance statement corresponding to the tenancy ran from April 14, 2014 to June 30, 2018. A second sole tenancy in the name of SF ran from July 1, 2018 to Oct 31, 2018, and then a third lease balance statement running from November 1, 2018 to the date of the hearing. The Rental Officer questioned the break in the tenancies. The Applicant's representative testified, the reason for the change from joint to sole tenancy was the Tenants' had a separation in 2018, then got back together. The Rental Officer questioned if there were copies of the other tenancy agreements available. The Applicant's representative advised, testified, and submitted into evidence copies of the sole and the current joint tenancy agreements.

In review of the current tenancy agreement, it is only signed by the SF and the Applicant's representative. However, based on the testimony and documentation, I am satisfied there is a joint tenancy in place in accordance with the *Act*.

Previous Orders

Rental Officer Order #10-12470, filed March 14, 2012, required the Respondents to report household income for the calendar years of 2008 through 2011 in accordance with the tenancy agreement and to pay future rent on time.

Rental Officer Order #15376, filed January 12, 2017, required the Respondent to pay rental arrears in the amount of \$7,162.00, pay future rent on time, and terminate the tenancy on April 30, 2017 unless \$2,000.00 was paid towards the rental arrears and the rents for February, March and April 2017 are on time, and should the Respondent s fail to adhere to the conditional termination, be evicted from the rental premises on May 1, 2017.

Rental Officer Order #16193, filed November 9, 2019, required both Respondents to pay rental arrears in the amount of \$3,225.11, required SF to pay rental arrears in the amount of \$1,500.00, and for SF to pay rent on time in the future.

Rental Arrears

The Applicant entered into evidence a lease balance statement representing the Landlord's accounting of the monthly assessed rents and payments received against the sole tenancy for SF, and a joint tenancy with SF & KS. The lease balance statement indicated the sole tenancy with SF had an arrears balance owing in the amount of \$1,400.00. This balance also corresponded to Rental Officer Order #16193 where SF had an order to pay \$1,500.00. After verifying payments received, SF's remaining balance against RO #16193 was \$1,400.00.

Subsection 41(1) of the *Act* states "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the date specified by the tenancy agreement".

Under the application to the rental officer for the current joint tenancy, the Respondents rent was calculated at \$375.00 per month from the start of the tenancy in November 1, 2018. The lease balance statement indicates since August 1, 2022 to July 31, 2024, the Respondents have missed 21 payments, and under paid one months' rent. As of July 31, 2024, the lease balance statement indicated the Respondents have an arrears balance owing in the amount of \$16,855.00.

During the hearing, the Applicant's representative testified notice had been sent to the Respondents on August 2018, and again on July 12, 2023; since then there have been no consistent payments made towards rent. The testimony was supported by evidence. However, the letter dated August 20, 2018 was during the sole tenancy but KS had been penned in. While this does show a tenancy history, the August 2018, letter is not taken into account for this hearing as it for a separate application.

During the hearing, the Rental Officer asked if the Respondents had been given any other documents or any notes in regards to their account. The Landlord's representative testified they did not have anything documented after Headquarters changed documents from the "last chance agreement" to use another document and discuss options. The representative also testified regarding a discussion with the Respondents in July 2023 regarding a Jordan's Principle application. The representative advised they were informed by S they would be approve assistance but was later denied due to the amount. Upon request, the email from Jordan's Principle was entered into evidence. In review of the Jordan's Principle email, the claim was pending with the escalation department.

I am satisfied the lease balance statement accurately reflects the current status of the joint tenancy rent account and the historical patten of behaviour throughout the tenancy. I find the Respondents have repeatedly failed to pay the rent when due and in full and has accumulated rental arrears in the amount of \$16,855.00.

Termination of the tenancy

As noted earlier, subsection 41(1) of the *Act* states "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the date specified by the tenancy agreement". Based on the evidence, I am satisfied the Respondents have repeatedly breached their obligation under the *Act* and termination of the tenancy agreement and eviction are justified. As the application indicated a request to pay future rent on time, a conditional termination and eviction order will be issued.

Orders

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$16,855.00 (p. 41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b));
- termination of the tenancy:
 - (a) August 31, 2024, unless at least \$3,371.00 is paid towards the arrears and the monthly rent for August is paid in full;
 - (b) September 30, 2024, unless at least \$3,371.00 is paid towards the arrears and the monthly rent for September is paid in full and on time;
 - (c) October 31, 2024, unless at least \$3,371.00 is paid towards the arrears and the monthly rent for October is paid in full and on time;
 - (d) November 30, 2024, unless at least \$3,371.00 is paid towards the arrears and the monthly rent for November is paid in full and on time; and
 - (e) December 31, 2024, unless at least \$3,371.00 is paid towards the arrears and the monthly rent for December is paid in full and on time (p.41(4)(a), p. 41(4)(c), ss. 83(2)).
- evicting the Respondents from the rental premises:
 - (a) September 1, 2024, if the termination of the tenancy becomes effective August 31, 2024;
 - (b) October 1, 2024, if the termination of the tenancy becomes effective September 30, 2024;
 - (c) November 1, 2024, if the termination of the tenancy becomes effective October 31, 2024;
 - (d) December 1, 2024, if the termination of the tenancy becomes effective November 30, 2024; and
 - (e) January 1, 2025, if the termination of the tenancy becomes effective December 31, 2024; (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer