

IN THE MATTER between **HNT**, Applicant, and **EPS**, 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 Ndilo in the Northwest Territories.

BETWEEN:

HNT

Applicant/Landlord

-and-

EPS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 14, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: NL, representing the Applicant

Date of Decision: August 14, 2024

REASONS FOR DECISION

An application to a rental officer made by YDFNHD on behalf of HNT as the Applicant/Landlord against EPS as the Respondent/Tenant was filed by the Rental Office June 10, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in N'dilo, Northwest Territories. The filed application was personally served on the Respondent on July 16, 2024.

The Applicant claimed the Respondent had repeatedly not paid their rent when due and had accrued significant rental arrears. An order was sought for payment of rental arrears, as well as a conditional six-month termination of the tenancy, and eviction.

A hearing was held on August 14, 2024, by three-way teleconference. NL appeared representing the Applicant, the Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had received sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order file #16626, between NTHC v ES, issued September 13, 2019, required the Respondent to pay rental arrears that had accumulated since last Rental Officer Order file #15529 in the amount of \$7,351, pay rent on time in the future, termination of the tenancy agreement on October 31, 2019 unless the total rental arrears in the amount of \$21,801 are paid in full and rent for October 2019 is paid on time. If the tenancy is terminated then eviction from X on November 1, 2019.

Previous Rental Officer Order file #15529, between NTHC v ES and TFS, issued June 22, 2017, requiring the Respondents to pay rental arrears in the amount of \$38,118.13, requiring ES to pay rental arrears in the amount of \$14,450 and pay rent on time in the future. Termination of the sole tenancy agreement with ES on October 31, 2017 unless rent for May to October 2017 is paid when due. If the tenancy is terminated then the Respondent is evicted from X, Northwest Territories.

Previous Rental Officer Order file #10-14070, between YDFNHD v ES and TF, issued July 10, 2014, required the Respondents to pay rent arrears in the amount of \$63,255.61 and to pay future rent on time.

Previous Rental Officer Order file #10-12103, between YDFNHD v EPS and TFS, issued May 12, 2011, required the Respondents to pay rent arrears in the amount of \$59,980.77 and pay their rent on time in the future.

Previous Rental Officer Order file #10-10364, between YDFNHD v ES and TF, issued September 2008, required the Respondents to pay rental arrears in the amount of \$35,630 and to pay future rent on time.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on July 1, 2016 and continuing month to month. Rent is currently assessed at \$1,545 per month.

At the hearing, the Applicant testified that the tenancy was not terminated under the previous orders.

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 August 13, 2024, the balance currently owing is \$30,954.65. At the hearing, the Applicant testified that the previously ordered amounts have all been satisfied, and these arrears represent only those that have accrued since the previous orders.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and I find they have rental arrears currently owing that can be ordered in the amount of \$30,954.65.

Termination and eviction

According to the lease balance statement provided as evidence, the Respondent has repeatedly breached the previous orders and their obligation to pay their rent when due. Payments on the most recently ordered arrears were primarily made through a garnishee on their wages and during this time few payments were made by the Respondent on their current rent. In the period July 2022 to January 2023, their rent was \$1,545 but they made payments of only \$1,000 per month. After that, few payments were made on their current rent which resulted in significant arrears accruing.

However, since the previous order has been satisfied, the Respondent has made a few regular payments on their rent and arrears, in June and July, they paid their rent of \$1,545 as well as an additional amount of \$455. The Applicant reported that no payments have been made on August's rent.

At the hearing, the Applicant testified that the Respondent will not talk to them about the arrears and has not established a payment plan. However, they are willing to give the Respondent a chance to get back on track and would support a six-month conditional termination order.

I am satisfied based on the testimony and evidence that, the Respondent has repeatedly breached previous orders and their obligation under the Act to pay their rent when due and termination of the tenancy agreement and eviction are justified.

With the support of the Applicant, the tenancy agreement will be conditional and terminated on February 28, 2025, unless the Respondent pays their rent when due for September, October, November 2024 as well as January and February 2025, and pay at least \$455 each month on their rental arrears. If the tenancy is terminated, then the Respondent will be evicted from the rental premises on March 1, 2025.

Orders

An order will issue:

- requiring the Respondent to pay rent owing in the amount of \$30,954.65 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy on February 28, 2025, and requiring the tenant to vacate the rental premises on that date unless rent for September, October, November, and December 2024, as well as January and February 2025, is paid when due, and at least \$2,730 is paid on the rental arrears (p.(41(4)(c) and ss 83(1)); and
- if the tenancy is terminated, the Respondent is evicted from the rental premises on March 1, 2025 (p. 63(4)(a)).

Janice Laycock
Rental Officer