

IN THE MATTER between **HNT**, Applicant, and **SL and KHT and JL**, 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 **hamlet of Fort Providence in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SL AND KHT AND JL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 19, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: September 19, 2024

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against SL and KHT and JL as the Respondents/Tenants was filed by the Rental Office July 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondents on July 29, 2024.

The Applicant alleged the Respondents have repeatedly failed to pay rent when due and in full and had accumulated rental arrears and repairs to the rental premises. An order was sought for the payment of rental arrears, pay future rent on time, costs of repairs, termination of the tenancy, and eviction.

A hearing was scheduled for September 19, 2024, in Yellowknife by three-way teleconference. MB appeared representing the Applicant. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I adjourned the hearing *Sine Die* for the Applicant to provide supporting documents.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing August 16, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account from the start of the tenancy. The statement indicated the Respondents' calculated rent based on income was \$345.00. The statement also included a claim for damages in the amount of \$102.29. Damages are not considered arrears. After removing the damage claim, the statement of account shows the Respondents' having accumulated rental arrears in the amount of \$2,235.00.

Entered into evidence were associated notes and letters detailing the Respondent's arrears. According to the statement, the last time the Respondent had a zero balance on the rent account was October 26, 2023. The Applicant's representative testified, historically the Respondents were having the same issue two years ago as they were not paying the full amount of rent. In review of the statement from when the Respondents were in a zero balance, they only paid \$525 towards the \$2,760.00 rent charged, equating to over 6 months of unpaid rent.

An updated lease balance entered into evidence showed rent was recalculated based on income and increased to \$580.00 starting July 1, 2024. The statement also showed the Respondents' made two further payments of \$75.00 and \$1,000.00 towards the rent and the arrears balance increased to \$2,900.00.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondents' have repeated failed to pay rent in full when due and have accumulated rental arrears in the amount of \$2,900.00.

Lock change

The Applicant claimed costs for changing the lock on the rental premises. The Applicant's representative testified the Respondents had lost their keys and were concerned someone would gain access to the rental premises and had requested the lock to be changed. The Applicant's representative also testified maintenance staff advised the Respondents they would be responsible for the cost of the lock change.

I am satisfied the claim for the lock change is valid and the Respondents are responsible for cost of lock and labour in the amount of \$102.29.

Termination of tenancy agreement and eviction

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

In light of the Respondents' repeated failure to pay the rent in full when due and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction is justified. The Applicant's representative proposed a conditional termination and eviction order would be acceptable. I am satisfied the proposed conditional termination and eviction order is reasonable and justified.

Order

An order will be issued:

- requiring the Respondents to pay to the Applicant rental arrears in the amount of \$2,900.00 (p.41(4)(a));
- requiring the Respondents to pay future rent on time (p.41(4)(b));
- requiring the Respondent pay to the Applicant the cost of lock change in the amount of \$102.29 (p. 42(3)(e));

- terminating the tenancy agreement on December 31, 2024, unless the cost of lock change and the rental arrears are paid in full and the monthly subsidized rents for October to December 2024 are paid in full. (p. 41(4)(c), p. 42(3)(f), ss. 83(2)); and
- evicting the Respondents from the rental premises on January 1, 2025, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer