

IN THE MATTER between **HNT**, Applicant, and **FP**, 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 **hamlet of Tuktoyaktuk in the Northwest Territories**.

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**FP**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 25, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>DM, representing the Applicant FP and JP, representing the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 25, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against FP as the Respondent/Tenant was filed by the Rental Office August 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 August 21, 2024.

The Applicant claimed the Respondent had not paid their rent when due and had accumulated significant rental arrears. An order was sought for payment of rental arrears, to pay rent on time, and termination of the tenancy agreement if the Respondent fails to comply with their obligations.

A hearing was held on September 25, 2024, by three-way teleconference. DM attended representing the Applicant. The Respondent, FP, appeared at the hearing, as did her spouse JP.

#### *Previous orders*

Previous Rental Officer Order file #17173, NTHC v FNP, issued on April 20, 2021, required the Respondent to pay rental arrears in the amount of \$555, pay rent on time in the future, termination of the tenancy agreement on July 31, 2021, unless rental arrears are paid in full and rent for May, June and July 2021, are paid on time. Eviction on August 1, 2021, if the tenancy is terminated.

At the hearing, the Applicant testified that the previous order for payment of rental arrears had been satisfied and the tenancy continued.

#### *Tenancy agreement*

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on March 1, 2015, and continuing month to month. The subsidized rent is currently \$325 per month.

I am satisfied there is a valid tenancy agreement between the parties in accordance with the *Residential Tenancies Act* (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 statement provided with the application, dated July 19, 2024, the Respondent owed \$18,872.50.

At the hearing, the Applicant testified that since the application was filed, there have been additional charges of \$650 (rent for August and September), and the Respondent has made further payments totalling \$697.50 bringing the rental arrears to \$18,825. They also testified that on July 19, 2024, the Respondent and their spouse signed an agreement to pay rental arrears, agreeing to pay their monthly rent plus an additional \$330 per month against the rental arrears.

I asked the Applicant to provide a copy of the agreement to pay and the updated lease balance. A copy was provided after the hearing confirming the Applicant's testimony.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and find they have rental arrears currently owing in the amount of \$18,825.

#### *Termination of the tenancy agreement*

According to the lease balance statement provided, as evidence, the Respondent has repeatedly breached their previous order and their obligation to pay their rent when due. In December 2022, as a result of not paying their rent when due they had accrued rental arrears totalling \$14,525, and after paying no rent in January, February, April, May, June, August, October, November, and December 2023, their rental arrears increased to \$18,400. In 2024, they paid no rent in March and May, partial rent in June, July, August, September 2024, resulting in the current amount owing. This despite numerous notices from the Landlord about the arrears.

At the hearing, the Respondent's spouse testified that as only one of them was now working, they could not afford to comply with the agreement and also pay their other expenses. The Applicant expressed a willingness to work with them to adjust their payments on the arrears to \$125 per month, but needed rent to be paid when due.

I am satisfied based on the testimony and evidence that the Respondent has repeatedly breached their previous order and obligation to pay their rent when due and termination of the tenancy agreement is justified.

With the support of the Applicant, the tenancy agreement will be terminated on March 31, 2025, unless the Respondent pays their rent when due for October, November, December 2024, as well as January, February and March 2025, and pays at least \$125 each month on their rental arrears (totalling \$750 during this six-month period).

At the hearing, I reminded the Respondent that they were responsible for paying off their arrears now totalling \$18,825, and if they could pay more than \$125 on their arrears each month, they should do so.

As the Applicant had not applied for eviction, no order was made. If the Respondent does not comply with their obligations to pay rent and make payments on their arrears, and their tenancy is terminated, the Applicant could return to the Rental Office with an application for eviction.

*Orders*

An order will issue:

- requiring the Respondent to pay their rent owing in the amount of \$18,825 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy agreement on March 31, 2025, unless at least \$750 is paid on the rental arrears and rent for October, November, December 2024 and January, February, March 2025, is paid on time (p. 41(4)(c) and ss. 83(2)).

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Janice Laycock  
Rental Officer