

IN THE MATTER between **HNT**, Applicant, and **BS**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

BS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 23, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	October 24, 2024

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against BS as the Respondent/Tenant was filed by the Rental Office July 3, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on July 29, 2024.

The Applicant alleged the Respondent has repeatedly failed to pay rent when due and in full and accumulated rental arrears and breached the tenancy agreement by failing to pay their utility bill resulting in power to the unit being disconnected. An order was sought for the payment of rental arrears, an order to comply with their obligation to pay their utility costs and maintain their utility accounts in good standing, a condition termination of the tenancy, and eviction.

A hearing was originally scheduled for September 10, 2024. The hearing was rescheduled at the request of the Applicant's representative due to technical issues. The hearing proceeded on October 23, 2024, by three-way teleconference. AS appeared on behalf of the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision at the hearing to review the evidence and testimony.

Tenancy Agreement

Evidence was provided establishing a mon-to-month tenancy agreement between the parties for subsidized public housing commencing December 21, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

From this point forward, the Applicant will be known as the Landlord and the Respondent as the Tenant.

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 Respondent's calculated rent varied based on income, the monthly rent charge at the time of the application was \$80.00. The last time the Respondent had a zero balance on the rent account was July 1, 2023. Also entered into evidence were rent statements and letters sent to the Tenant regarding the status of their rent account.

The Landlord's representative testified the Tenant's rent charge is calculated based on income. In July, rent is reassessed, and the Tenant had not filed as required under the tenancy agreement. The Landlord's representative worked with the Tenant to file their taxes in order to obtain a rent subsidy.

The Rental Officer questioned the November 2023 rent calculation, and as to why there was a charge for \$75.00 and a second for \$5.00. The Landlord's representative testified this was the result of a technical glitch in the accounting system.

Prior to the hearing, an updated lease balance statement was provided showing no change to the monthly rent charge of \$80.00. The statement also indicated the Tenant has failed to pay 4 of the last 12 months of rent resulting in rental arrears.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant's has repeated failed to pay rent in full when due and as of October 21, 2024 accumulated rental arrears in the amount of \$340.00.

Utilities

Subsection 45(1) of the *Act* specifies a tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

Under section 8 of the tenancy agreement between the parties, the Respondent is responsible for paying all of the utilities to the rental premises (including fuel oil, natural gas, wood, electricity, water, sewer services, and garbage disposal). As long as the Tenant is not in breach of the terms or promises of this Agreement, and/or the Tenant qualifies for a rent subsidy, the Landlord may assist the Tenant by contributing to the Tenant's utilities.

Entered into evidence was a June 19, 2024 email from NAKA Power regarding disconnection of service to the Tenant's rental premises. Also entered into evidence, was notice to the Tenant reminding them of their responsibility to maintain their utility account in accordance with the tenancy agreement.

During the hearing, the Landlord's representative testified they were able to obtain information the account has been reinstated.

I am satisfied the evidence presented and the testimony of the Landlord's representative, that the Respondent failed to comply with their obligation to maintain their utility account under subsection 45(1) of the *Act* and section 8 of the tenancy agreement.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony of the Landlord's representative, the Respondent has repeated failure to pay the rent in full when due, accumulated rental arrears, and breached their obligation of maintaining their utility account in accordance with paragraph 8 of the tenancy agreement. I am satisfied termination of the tenancy agreement and eviction is justified.

The Landlord's representative indicated a conditional termination and eviction order would be acceptable. I am satisfied the proposed conditional termination and eviction order is reasonable and justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$340.00 (p.41(4)(a));
- requiring the Respondents to pay future rent on time (p.41(4)(b));
- requiring the Respondent to comply with their obligation to pay utilities in accordance with section 8 of the tenancy agreement, and the Respondent must not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement on February 28, 2025, unless the rental arrears and the monthly subsidized rents for November 2024 through February 2025, are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on March 1, 2025, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer