

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

BETWEEN:

HNT

Applicant/Landlord

-and-

BK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 3, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DM, representing the Applicant
	BK, representing the Respondent
<u>Date of Decision:</u>	October 3, 2024

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against BK 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 28, 2024.

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

A hearing was scheduled for September 25, 2024 but was rescheduled upon request of the Applicant, on behalf of the Respondent. A hearing was scheduled for October 3, 2024, in Yellowknife by three-way teleconference. DM appeared representing the Applicant. BK appeared as the Respondent. At the hearing, I reserved my decision pending receipt of further information to support the Applicant's claim and testimony.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing June 3, 2011, and signed by all parties.

During the hearing, the Rental Officer questioned the accounting on the lease balance statement in comparison to the tenancy agreement dates. The Applicant's representative testified the tenancy agreement provided was the tenancy in place, no new tenancy agreements were signed, and the Respondent was on a month-to-month tenancy. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous orders

Rental Officer Order #20-15013, filed March 17, 2016, required the Respondent to pay \$6,537.87 in rental arrears, terminated the tenancy agreement on June 16, 2016, unless the arrears were paid in full.

Rental Officer Order #15878, filed April 6, 2018, required the Respondent to pay \$3,930.00 in rental arrears, pay future rent on time, terminated the tenancy agreement on June 30, 2018 unless the arrears were paid in full and the rents for April, May and June were paid on time, and should the tenancy be terminated, eviction of the Respondent on July 1, 2018.

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. The statement indicated the Respondents calculated rent at the time of the application was \$1,445.00 per month and the accrued arrears was \$14,424.00.

Entered into evidence were letters, agreements to pay, and balance statements provided to the Respondent detailing their rent account. During the hearing, the Applicant testified, the Respondent had started to follow a pre-arranged payment plan and would like them to continue with the payment plan and address the arrears. The Rental Officer questioned when a payment plan was entered into, and was provided a copy of the payment plan from November 8, 2023, as it was not part of the application package. The payment plan provided indicated the Respondent was to pay the assessed rent and \$200.00 per month towards the arrears.

The Respondent did not dispute the claim. The Respondent testified they began to fall behind during Covid but is committed to addressing the debt in order to maintain the tenancy.

The Rental Officer requested and was provided an updated balance statement. The statement indicates the Respondent is actively addressing the arrears in accordance with the payment agreement and the arrears are being reduced. I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent have failed to pay rent in full when due and accumulated rental arrears in the amount of \$12,359.00, equating to over 8.5 months.

Termination of tenancy agreement

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 Respondent's 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 is justified. Upon agreement with the Applicant's representative, a conditional termination of the tenancy agreement will be issued.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$12,359.00 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b)); and
- terminating the tenancy agreement on March 31, 2025, unless the monthly rents for October 2024 through March 2025 are paid in full and at least \$1,200.00 is paid towards the arrears.

Jerry Vanhantsaeme
Rental Officer