

IN THE MATTER between **HNT**, Applicant, and **MM**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

MM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 6, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant MM, the Respondent GN, witness for the Respondent
<u>Date of Decision:</u>	November 6, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office October 3, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on October 7, 2024.

The Applicant claimed the Respondent had not paid their rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of rent when due, as well as termination, and eviction.

A hearing was held November 6, 2024, by three-way teleconference. PS appeared representing the Applicant. The Respondent, MM, appeared at the hearing. GN, appeared as a witness for the Respondent.

Previous order

Previous Rental Officer Order #17245 between NTHC and MM was issued on June 1, 2021, required the Respondent to pay rental arrears in the amount of \$9,048.85, pay their rent on time and comply with obligation to provide household income information. Based on the lease balance statement provided by the Applicant, the amount ordered has been satisfied. The Applicant agreed with this.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on April 25, 2017, and continuing month to month. The subsidized rent based on household income is currently \$160 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 October 1, 2024, the Respondent owed \$1,940.

At the hearing, the Applicant testified that since the application was filed, the Respondent had made payments in October, totalling \$1,940, paying off their arrears, and with November's rent the amount currently owing was \$160.90. A copy of the updated lease balance was provided to the parties just prior to the hearing which confirms the testimony. At the hearing, the Respondent promised to pay their rent later in November.

Termination of the tenancy and eviction

The Applicant initially withdrew their request for termination considering the Respondent had paid off their arrears, however, they later stated that they were seeking a conditional termination because of the repeated history by the Respondent of not paying their rent when due, in breach of the Act and previous order #17245. When this application was filed, the Respondent had not paid rent in fourteen of the last sixteen months despite numerous reminders. In the past, the Applicant had filed other applications, but withdrew them when the Respondent paid off their arrears. They noted that it seems the Respondent only pays rent when an application is filed with the Rental Office and dealing with this takes time that they might spend on other tenants who need support.

The Respondent testified that they had been looking for work, and had recently started school. When asked, they stated that their household income had not changed since their rent was assessed.

I denied the Applicant's request for a conditional termination, despite the Respondent's history of repeatedly not paying their rent when due. As the Respondent currently has no arrears, and is a subsidized housing tenant, I believe that termination was not justified. However, at the hearing, I advised the Respondent to pay their rent when due as required under the Act and the previous Rental Officer Order, and cautioned them that they may face termination of their tenancy and eviction if they continue to not pay their rent monthly.

Orders

An order will issue requiring the Respondent to pay their rent on time in the future(p.41(4)(b)).

Janice Laycock
Rental Officer