

IN THE MATTER between **HNT**, Applicant, and **DL**, 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-

DL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 20, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	EN, representing the Applicant
	MD, representing the Applicant
	KL, representing the Applicant
<u>Date of Decision:</u>	November 20, 2024

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office Oct 16, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on October 25, 2024.

The Applicant alleged the Respondent breached a previous order, failed to pay rent in full and on time, resulting in the accumulation of rental arrears. An order was sought for payment of rental arrear, pay future rent on time and in full, and a conditional termination of the tenancy agreement.

A hearing was scheduled for November 20, 2024, by three-way teleconference. EN, MD, and KL appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence, as provided for in subsection 80(2) of the Residential Tenancies Act. At the hearing, I reserved my decision for the Applicant to provide verification on the balance of a previous Rental Officer Order and to further review the evidence and testimony.

Previous orders

Rental Officer Order #15834, filed March 6, 2018, required the Respondent to pay \$365.00 in rental arrears and pay future rent on time.

Rental Officer Order #17672, dated September 6, 2022, required the Respondent to pay \$3,567.50 in rental arrears, pay rent on time in the future, terminated the tenancy agreement on February 28, 2023 and to vacate the rental premises on or before that date, unless the arrears were paid in full and the monthly subsidized rents for September through February were paid on time.

Tenancy agreement

Evidence provided established a month-to-month tenancy agreement for subsidized housing commencing June 1, 2014. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was 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 Tenant's rental account. The statement indicated the rent charged was varied based on income and the last time the Tenant was in a zero or positive balance on the rent was June 9, 2021.

The statement also shows at the time of the application, the Tenant's received a rent subsidy as rent was calculated at \$890.00 with accumulated rental arrears of \$7,279.29.

Entered into evidence was the Landlord's statement of facts, associated notes, letters to the Tenant, correspondence between the parties, and rent statements.

In the 12 months prior to the application, the Tenant missed or underpaid 11 of the 12 months of rent charged.

On November 18, 2024 an updated lease balance statement was provided and showed the Tenant's arrears dropped due to numerous payments received from a garnishment and was at \$5,855.00. I questioned whether Rental Officer Order #17672 had been satisfied and if not what the remaining balance was. The Landlord's representative confirmed the order had been satisfied on October 25, 2024.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant has repeatedly failed to pay rent in full when due and has accumulated rental arrears in the amount of \$5,855.00 which equates to 6.5 months of unpaid rent.

Termination of the tenancy agreement

In light of the Tenant's repeated failure to pay rent, and the accumulation of substantial rental arrears, I am satisfied the Landlord's request for conditional termination of the tenancy agreement is valid.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$5,855.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b)); and
- terminating the tenancy agreement on March 31, 2025, unless the rental arrears are paid in full and the rents for December 2024 through March 2025 are paid in full. (p. 41(4)(c), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer