

IN THE MATTER between **HNT**, Applicant, and **RE**, 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 Fort Resolution in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

RE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 28, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the Applicant
<u>Date of Decision:</u>	November 28, 2024

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against RE as the Respondent/Tenant was filed by the Rental Office October 31, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was personally served on the Respondent on November 19, 2024.

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

A hearing was held November 28, 2024, by three-way teleconference. MU appeared representing 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 to for the Applicant to provided requested documentation and to further review the evidence and testimony.

Tenancy Agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing commencing January 19, 2015 and signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous orders

Rental Officer Order #10-8018, dated September 14, 2004, required the Respondent to pay \$92.00 in rental arrears and pay future rent on time.

Rental Officer Order #16318, filed March 8, 2019, required the Respondent to pay \$2,815.00 in rental arrears and pay future rent on time.

Rental Officer Order #16884, dated May 26, 2020, required the Respondent to pay \$2,670.00 in rental arrears and terminate the tenancy agreement on August 31, 2020, unless the rental arrears are paid in full and the monthly rents for June, July and August 2020 are paid in full.

Rental Officer Order #17203, dated April 26, 2021, required the Respondent to pay \$3,345.00 in rental arrears, terminate the tenancy agreement on May 31, 2021 and evict the tenant from the rental premises on June 1, 2021.

Rental Officer Order #17440, dated January 25, 2022, required the Respondent to pay \$3,735.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on April 30, 2022, unless \$300.00 is paid each month towards the total rental arrears of \$7,248.04 and the monthly subsidized rents for February, March and April are paid on time, and should the tenancy agreement be terminated on May 1, 2022.

Rental Officer Order #17873, dated February 27, 2023, required the Respondent to pay \$6,760.00 in rental arrears, terminate the tenancy agreement on February 28, 2023, and evict the Respondent from the rental premises on March 1, 2023. The termination order and eviction was not enforced by the Respondent, rendering the tenancy reinstated as of March 2, 2023.

From this point forward the Applicant/Landlord will be known as the Landlord and the Respondent/Tenant will be known 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 Tenant's rent varied based on income and the calculated rent monthly at the time of the application was \$345.00 with a balance owing of \$16,562.22. The statement also includes a damages claim for \$466.22. Damages are not considered arrears, nor has a claim for damages been included in the application.

To support the Landlord's claim are multiple notices to the Tenant advising them of the status of the rent account and the importance of addressing the arrears. The Landlord's representative testified attempts were made to work with the Tenant to setup a payment plan but were unsuccessful. The Landlord also offered to assist the Tenant to help apply to organizations but was unsuccessful.

On November 27, 2024, an updated lease balance statement was provided and showed no payments towards rent or arrears was made since the application. The Landlord confirmed no payments were received since the updated statement was provided. The statement also indicated April 30, 2019 as the last time the rent account was at a zero or positive balance.

In review of the updated lease balance statement and the 21 months since issuing of the Rental Officer Order #17873 the Tenant has not made any payments towards the rent account. After deducting \$6,760.00 from the previous order and the \$466.22 damage claim, the arrears balance is \$9,681.00.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$9,681.00

Termination fo tenancy agreement and eviction

In consideration of the testimony and evidence presented, the Tenant's repeated failure to pay their rent and the amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$9,681.00 (p. 41(4)(a));
- terminating the tenancy agreement on December 31, 2024 (p. 41(4)(c)); and
- evicting the Tenants from the rental premises on January 1, 2025 should the termination of the tenancy agreement become effective (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer