

IN THE MATTER between **HNT**, Applicant, and **BY**, 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 **self government of Deline in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

BY

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 14, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DT, representing the Applicant
	BY, representing the Respondent
<u>Date of Decision:</u>	January 17, 2025

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of HNT as the Applicant/Landlord against BY on as the Respondent/Tenant was filed by the Rental Office November 18, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent December 9, 2024.

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

A hearing was scheduled for January 14, 2025, by three-way teleconference. DT appeared representing the Applicant. BY appeared representing the Respondent. I reserved my decision for the Applicant to provide requested documents and to further review the evidence and testimony.

Tenancy Agreement

Evidence was provided establishing a month-to-month tenancy agreement for subsidized public housing commencing March 4, 2020. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

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 Landlords's accounting of the monthly assessed rents and payments made against the Tenant's rent account. The statement indicated the monthly rent charge varied based on household income. The last time the Tenant was at a zero or positive balance was October 24, 2023. At the time of the application, the calculated monthly rent was \$1,155.00.

The statement entered into evidence as part of the application indicated as of October 15, 2024, the Tenant had arrears balance of \$11,550.00, equating to 10 months of unpaid rent.

The Landlord's representative testified they had provided first notices to the Tenant but did not include them in the application package. A rent deduction was in place but stopped which caused the Tenant to fall behind.

In response to the claim, the Tenant acknowledged they were behind on rent. The rent deduction had been through their previous employer. They have applied for assistance through Jordan's Principle but had not heard back. The Tenant stated they have personal issues and planning to leave for 1.5 months to address them. They also stated the eviction notice has been hard for them.

The Rental Officer questioned and was advised no payments had been received since the application, resulting in the rental arrears to increase to \$15,015.00. The Rental Officer also questioned if any oral conversations had taken place with the Tenant. The Tenant stated they had not heard from the Landlord's representative and wish they had been approached. The Rental Officer explained the responsibility for payment of rent. The Tenant acknowledged they were responsible for rent and stated they have never been behind. The Rental Officer also reviewed the rent history in the application. The Rental Officer questioned the Landlord's representative regarding why there had been no contact. The Landlord's representative stated they had just started in this role. Prior to that, their role was Tenant Relations Officer. The Rental Officer questioned and the Landlord's representative confirmed the role of a Tenant Relations Officer was to be the first point of contact with the tenants for things like arrears.

The Rental Officer questioned, and the Tenant verified, they changed employment in January 2024. The Rental Officer and Tenant also discussed the rent account history since the change of employment.

In clarification to the notices and current balance, the Rental Officer requested and was provided an updated lease balance statement and copies of the arrears notices back to the zero balance date. The lease balance statement verified the non-payment of rent and the current arrears of \$15,015.00 and 12 notices were provided showing the arrears balance at the time of issue.

I am satisfied the updated 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 \$15,015.00.

Termination of the tenancy agreement and eviction

In consideration of the testimony and evidence presented, the Tenant's repeated failure to pay rent on time or in full, resulting in substantial rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The Tenant acknowledged their responsibility regarding rent and arrears. As the Landlord requested future rent to be paid on time, a conditional order for termination the tenancy agreement and eviction will be issued.

Order

An order will be issued:

- requiring the Tenant to pay rental arrears in the amount of \$15,015.00 (p.41(4)(a));
- requiring the Tenant to pay future rent on time (p.41(4)(b));
- Terminating the tenancy agreement:
 - (a) January 31, 2025, unless \$1,000.00 is paid towards the arrears and the monthly rent for January is paid in full;
 - (b) February 28, 2025, unless \$2,000.00 is paid towards the arrears and the monthly rent for February is paid in full; or
 - (c) March 31, 2025, unless \$2,000.00 is paid towards the arrears and the monthly rent for March is paid in full (p. 41(4)(c) and ss. 83(2)).
- evicting the Tenant from the rental premises:
 - (a) February 1, 2025, if the termination of the tenancy agreement becomes effective January 31, 2025;
 - (b) March 1, 2025, if the termination of the tenancy agreement becomes effective February 28, 2025; or
 - (c) April 1, 2025 if the termination of the tenancy agreement becomes effective March 31, 2025. (p. 63(4)(a), ss.(83(2))).

Jerry Vanhantsaeme
Rental Officer