

IN THE MATTER between **HNT**, Applicant, and **MN and RA**, Respondents;

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 **community of Deline in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

MN and RA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 15, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DT, representing the Applicant

Date of Decision: January 16, 2025

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of HNT as the Applicant/Landlord against MN and RA as the Respondents/Tenants 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 Respondents on December 9, 2024.

The Applicant claimed the Respondents had not paid their full rent when due and had accumulated significant rental arrears. An order was sought for payment of rental arrears, to pay rent when due in the future, termination of the tenancy agreement, and eviction.

A hearing was held on January 15, 2025, by three-way teleconference. DT appeared representing the Applicant, the Respondents did not appear nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order #17114, between NTHC and MN and RA, issued February 1, 2021, required the Respondents to pay rental arrears in the amount of \$775, and to pay their rent on time in the future.

At the hearing, the Applicant testified that the Respondents had satisfied the order to pay.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing commencing on September 1, 2019, and continuing month to month. The assessed rent based on household income is currently \$1,445 per month which is full market rent.

I am satisfied there is a valid tenancy agreement between the parties in accordance with 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 15, 2024, the Respondent had outstanding rental arrears totalling \$4,800.87.

At the hearing, the Applicant testified that since the application was filed there had been additional charges of rent for November and December 2024, and January 2025, totalling \$4,335, and during this period the Respondents had made payments totalling \$2,595, bringing the current balance owing for rent to \$6,540.87.

At the hearing, I reserved my decision on the rental arrears pending receipt of an updated lease balance statement. A copy was provided after the hearing on January 16, 2025, confirming the Applicant's testimony.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and find they have rental arrears currently owing (including November, December 2024, and January 2025, rent) in the amount of \$6,540.87.

Termination of the tenancy agreement and eviction

In their application, the Applicant sought termination of the tenancy agreement and eviction for repeated breaches of the Respondents' obligation to pay rent when due. Based on their evidence and testimony, the Respondents have repeatedly not paid their full rent when due. I am satisfied that the Respondents are in breach of their obligations under the Act, and the previous Rental Officer order to pay their rent when due, and termination of the tenancy agreement and eviction are justified.

After having a credit balance in October 2023, the Respondents paid either no rent or partial rent in November and December 2023, as well as February, March, May, June, July, August, September, October, November and December 2024, and have currently paid only partial rent in January 2025.

The Applicant testified that they had sent regular statements to the Respondents as well as a first notice of rental arrears. They also spoke to the Respondents who said they were having some difficulties with paying their rent as they had other payments, including truck payments to make. The Applicant stated they were unwilling to consider a conditional termination because they were concerned that the Respondents would not be able to meet the conditions and would accrue further arrears that they would be unable to address.

In my opinion, a conditional termination is justified, although the Respondents have not been paying their full rent when due in breach of the Act, they have been making regular payments, and as recently as April 2024, had brought their arrears to \$798.37. I think it is reasonable to provide an opportunity for the Respondents to address their rental arrears, and will order the termination of the tenancy agreement on March 31, 2025, unless the rental arrears totalling \$6,540.87 are paid and rent is paid when due for February and March 2025.

Orders

An order will issue:

- requiring the Respondents to pay rent owing in the amount of \$6,540.87 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on March 31, 2025, and the Respondents to vacate the rental premises on that date, unless the rental arrears totalling \$6,540.87 are paid in full, and rent for February and March 2025, is paid when due (p. 41(4)(c) and ss. 83(2)); and
- if the tenancy is terminated then the Respondents will be evicted from the rental premises on April 1, 2025 (p. 63(4)(a)).

Janice Laycock
Rental Officer