

IN THE MATTER between **HNT**, Applicant, and **JM**, 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 **community of Deline in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**JM**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 15, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>DT, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 16, 2025</b>

### **REASONS FOR DECISION**

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

The Applicant claimed the Respondent had repeatedly not paid their rent and had accrued rental arrears. They sought an order for the Respondent to pay rent owing, pay rent on time 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 Respondent did not appear nor did anyone appear on their behalf. As the notice of the hearing was provided to the Respondent personally on December 9, 2024, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Previous Rental Officer Order #20-11859, between DHA v JM, was issued January 20, 2011, and required the Respondent to pay rental arrears in the amount of \$2,789.47, termination of the tenancy agreement on March 31, 2011, unless rental arrears of \$2,789.47 are paid in full. The order also required the Respondent to pay their rent on time in the future.

I referenced this previous order at the hearing as it provided some history on the Respondent's rental history, but I also pointed out that it does not relate to the current tenancy.

#### *Tenancy agreement*

According to the written tenancy agreement, provided as evidence, the tenancy for subsidized public housing commenced on July 16, 2024, and continues month to month. The subsidized rent is currently \$325 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The Applicant provided, as evidence, a lease balance statement dated October 15, 2024. This statement represents the Landlord's accounting of monthly rent charged and payments made against the rent account.

According to this statement, on October 15, 2024, the balance owing was \$1,697. After an initial payment of \$168 for July 2024, the Respondent did not pay any rent for the months of August, September, and October owing \$975 for rent and \$722 on their security deposit. At the hearing, the Applicant testified that since the statement was issued rent was charged for November and December 2024, and January 2025, totalling \$975 (\$325 x 3) and the Respondent had made no payments bringing the rent owing to \$1,950.

At the hearing, I reserved my decision on the rent owing pending receipt of an updated lease balance statement. I received an updated copy of the statement dated January 16, 2025, confirming the testimony. I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rental account and find they have rental arrears owing in the amount of \$1,950.

#### *Termination and eviction*

According to the evidence and testimony provided by the Applicant, the Respondent has paid no rent since the beginning of their tenancy in July 2024, and despite regular statements, a first notice, and this application, the Respondent has made no attempts to deal with their arrears or pay rent. I find the Respondent has repeatedly breached their obligations under the Act and their tenancy agreement, and I am satisfied that termination of the tenancy agreement and eviction are justified. Considering that the Respondent has paid no rent and has not made any effort to address their arrears, the Applicant stated they were not willing to consider a conditional termination, and I agree. The tenancy agreement will be terminated on January 31, 2025, with eviction to follow on February 1, 2025.

As the tenancy is being terminated, I will not order payment of the outstanding amount owing on the security deposit.

#### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$1,950 (p. 41(4)(a));
- terminating the tenancy agreement on January 31, 2025, and the Respondent must vacate the rental premises on that date (41(4)(c)); and
- evicting the Respondent from the rental premises on February 1, 2025 (63(4)(a)).

Rental Officer