

IN THE MATTER between **HNT**, Applicant, and **KD**, 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 **city of Yellowknife, in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

KD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 2, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant
KD, the Respondent
EE, witness for the Respondent

Date of Decision: April 2, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KD as the Respondent/Tenant was filed by the Rental Office February 27, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on March 3, 2025.

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, to pay rent on time in the future, as well as conditional termination of the tenancy agreement, and eviction if the rental arrears are not paid.

A hearing was held on April 2, 2025, by three-way teleconference. PS appeared representing the Applicant. The Respondent, KD, appeared as well as EE from the ICM program in support of Karla.

Previous orders

Previous Rental Officer Order file #10-9129 and file #10-8461 were issued in 2006 and 2005 prior to this tenancy and are not relevant to the current application.

Tenancy agreement

According to the written tenancy agreement provided, as evidence, the tenancy for subsidized public housing commenced on October 6, 2014, and continues month to month. The subsidized rent is currently \$365 per month.

The Applicant served the Respondent with a 30 Day Lease Termination Notice on October 15, 2024, under subsection 51(5) of the *Residential Tenancies Act* (the Act) for termination of the tenancy on November 29, 2024. At the hearing, I clarified that the Applicant has not terminated the tenancy as a result of this notice.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The Applicant provided, as evidence, an updated lease balance statement dated April 1, 2025. This statement represents the Landlord's accounting of monthly rent charged and payments made against the rent account.

According to this statement, after a balance owing of \$64 in January 2024, the Respondent did not pay any rent from February to August 2024. Since then they have been making payments but these payments are not enough to cover their rent, and rental arrears. 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 currently owing (including rent for April 2025) that can be ordered in the amount of \$3,161.

At the hearing, the Respondent testified that they had been out of work for much of 2024, and were not able to pay their rent. They have filed their income tax for 2024, and their assessed income was around \$1,000. They had recently secured work but were off temporarily due to health issues. They expected to be back at work in the next month or so and would be able to pay their rent and arrears.

I asked the Applicant if the Respondent might be eligible for a reassessment of their rent considering their change in employment in 2024. The Applicant agreed that if the Respondent provided the required information that their rent could be reassessed and may come down. I encouraged the Respondent along with support from ICM, to work with the Landlord on a reassessment, and they agreed to do so.

I explained that I could only consider the current subsidized rent, in my calculations, as it was not possible to determine what their rent might be after reassessment, and would order the amount of \$3,161 paid.

Termination and eviction

According to the evidence and testimony provided by the Applicant, the Respondent has had rental arrears accruing since February 2024, when the subsidized rent was \$160 per month. The Respondent signed an agreement to pay on September 20, 2024, agreeing to pay rent each month as well as \$200 on their arrears. They have not complied with this agreement, paying only partial rent and aside from December's payment, they have paid nothing against the arrears. This has resulted in their arrears rising from \$1,806 in September 2024, to \$3,161 on April 2, 2025.

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 is paying some rent, has made efforts to pay of their arrears including entering into a payment plan, the Applicant was willing to give the Respondent another chance to comply with their obligation to pay rent when due, and to pay off their rental arrears.

Based on the Respondent's promise to pay their arrears and the agreement of the Applicant, the tenancy agreement will be terminated on July 31, 2025, unless the Respondent pays their rental arrears totalling \$3,161 in full, and pays rent for May, June, and July 2025, when due. If the tenancy agreement is terminated, the Respondent will be evicted from the rental premises on August 1, 2025.

At the hearing, I asked the Respondent if they thought they could comply with these conditions, I did not want to put them in a situation where they just got further in arrears. They felt that they could comply as they would be back at work soon, but with the support of their ICM worker, would also seek a reassessment of their rent and explore options, for other support to help them pay off their arrears.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$3,161.00 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on July 31, 2025, and the Respondent to vacate the rental premises on that date, unless rental arrears totalling \$3,161.00 are paid in full, and rent for May, June, and July 2025, are paid when due (p. 41(4)(c) and ss. 83(2)); and
- if the tenancy is terminated then the Respondent will be evicted from the rental premises on August 1, 2025 (p. 63(4)(a)).

Janice Laycock
Rental Officer