

IN THE MATTER between **HNT**, Applicant, and **AW**, 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-

AW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: April 10, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against AW as the Respondent/Tenant was filed by the Rental Office March 10, 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 registered mail on March 27, 2025.

The Applicant claimed the Respondent had repeatedly not paid their full rent when due and had accrued rental arrears. They sought an order for the Respondent to pay at least half of the arrears owing and a commitment to a payment plan for the remaining balance, as well as conditional termination of the tenancy agreement and eviction if the tenancy is terminated.

A hearing was held on April 9, 2025, by three-way teleconference. PS appeared representing the Applicant, the Respondent did not appear nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order file #17323, NTHC v AW, was issued August 12, 2021, required the Respondent to pay rental arrears \$3,855, comply with obligation to maintain their utilities account, pay costs of repairs \$609.84, not disturb the landlord or other tenants' enjoyment or possession of the rental premises, and terminated the tenancy agreement on September 30, 2021, and eviction on October 1, 2021.

Previous Rental Officer Order file #15937, NTHC v AW, issued May 18, 2018, required the Respondent to pay rental arrears \$160, pay rent on time in the future, pay costs of repairs in the amount of \$2,126.55, terminated the tenancy agreement on November 30, 2018, unless rental arrears were paid in full, rents for June to November paid on time and at least \$600 paid on the costs of repairs.

At the hearing, the Applicant testified that these orders had been satisfied and the Respondent's tenancy was reinstated, noting the Respondent had no arrears owing in November 2022.

Tenancy agreement

According to the written tenancy agreement provided as evidence, the tenancy for subsidized public housing commenced on April 1, 2012, and continues month to month. The subsidized rent is currently \$160 per month.

The Applicant served the Respondent with a 30 Day Lease Termination Notice on January 13, 2025, under subsection 51(5) of the Act for termination of the tenancy on February 28, 2025. The Respondent has not vacated the rental premises and the tenancy has been reinstated.

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 March 4, 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 \$0 in November 2022, the Respondent did not pay any rent or only partial rent from December to July 2023, bringing their arrears to \$1,040. After that, they only paid partial rent, typically half, and as of March 1, 2025, the Respondent owed \$2,012.

At the hearing, the Applicant testified that the Respondent's current balance is \$2,012, after charges for April and payments were made. I reserved my decision on the rental arrears pending receipt by the Rental Office of an updated statement. The updated statement was provided to the Rental Office on April 10, 2025. According to this statement, a payment of \$80 was made February 27, 2025, and another payment of \$80 was made on March 28, 2025. After charges of \$160 for April's rent are calculated, the current balance owing is \$2,012.

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 \$2,012.

Termination and eviction

According to the evidence and testimony provided by the Applicant, the Respondent has had rental arrears accruing since November 2022. This despite regular statements, notices, and the notice to terminate.

The Applicant testified, after the notice of termination was provided to the Respondent, they received a call from Income Support asking about the arrears owing by the Tenant. They were encouraged that the Respondent was taking steps to address their arrears with assistance from Income Support. They filed the current application with that in mind.

However, since then, they have not heard anything further from Income Support or the Respondent. The Respondent has not paid their full rent and has not made any attempts to enter into a payment plan or pay their arrears. They are no longer confident that the Respondent will pay their full rent and arrears, and although they are still willing to consider a conditional termination, would like the date for the termination the end of May, they also requested that the order include monthly payments on the arrears.

I am satisfied, based on the evidence, the Respondent has repeatedly breached their obligations under the Act to pay their rent when due, and termination of the tenancy agreement and eviction are justified. Considering the Respondent is paying some rent and that the filed application directly asked for a conditional termination, I will order the tenancy terminated on July 31, 2025, unless the Respondent pays their rental arrears totalling \$2,012 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.

I note I did not include monthly payments in the conditional termination. Although the Respondent may make payments on the arrears each month, I recognize that the Respondent was not at the hearing, does not have a payment plan, and may need to seek assistance to pay off their arrears, which takes time and if successful that assistance may be in a lump sum payment.

I encourage the Respondent to talk to their Landlord and make arrangements for the payment of their full rent and their arrears.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$2,012 (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 \$2,012 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)).