

IN THE MATTER between **NTHC**, Applicant, and **L.N.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

L.N.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 29, 2016
<u>Place of the Hearing:</u>	Tulita, Northwest Territories
<u>Appearances at Hearing:</u>	S.B.Y., representing the applicant L.N., respondent
<u>Date of Decision:</u>	June 29, 2016

REASONS FOR DECISION

An application to a rental officer made by THA as the applicant/landlord against L.N. as the respondent/tenant was filed by the Rental Office April 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The applicant personally served a copy of the filed application on the respondent April 15, 2016.

The applicant alleged the respondent had failed to comply with a rental officer order, had repeatedly failed to pay rent on time, and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 29, 2016, in Tulita, Northwest Territories. The rental officer appeared by telephone. Ms. S.B.Y. appeared representing the applicant. Ms. L.N. appeared as respondent.

Preliminary matters

The application to a rental officer identified the landlord as THA. The written tenancy agreement identified the landlord as NTHC with THA as its agent. The parties agreed the landlord should be properly identified as the NTHC. The style of cause going forward will be amended accordingly.

Previous orders

Rental Officer Order Number 20-14563 dated April 7, 2015, ordered the respondent to pay rental arrears in the amount of \$7,278; to pay her future rent on time; to report her total household income as required; and terminated her tenancy agreement June 30, 2015, unless the rental arrears were paid in full, rents were paid on time, and income was reported for March to May 2015.

Tenancy agreement

The parties agreed and evidence was submitted establishing a tenancy agreement between them for subsidized public housing commencing December 2, 2013. The applicant's representative testified that, although the respondent had not fully complied with Rental Officer Order Number 20-14563, due to efforts made by the respondent at the time the landlord chose not to enforce the termination of the tenancy agreement on June 30, 2015, permitting it to continue uninterrupted. I am satisfied a valid tenancy agreement remains in place between the parties for subsidized public housing in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The tenant ledger cards and lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. The respondent did not dispute the accuracy of the accounting. I am satisfied the lease balance statements accurately represent the respondent's rent account.

The statements confirm that all rents have now been subsidized based on reported household income. I am satisfied the respondent has complied with her obligation to report her total household income in accordance with her tenancy agreement.

The statements show that the respondent has neither paid the full amount of rental arrears nor paid her monthly rent when due. The respondent acknowledged and accepted responsibility for her failure to pay her rent and arrears. She indicated she could afford to pay \$500 per month including her assessed rent going forward. As the current monthly rent has been assessed at \$325 – and is expected to remain at that amount for the rest of the year – the respondent's offer would constitute \$175 per month going towards her rental arrears. The applicant's representative was receptive to incorporating a payment plan into an order to pay, as long as the term for the minimum monthly installments extended until the total amount of rental arrears was paid in full, not just the arrears accumulated since the last rental officer order was made.

I find the respondent has failed to comply with paragraph 1 of Rental Officer Order Number 20-14563 by failing to pay rental arrears in the amount of \$7,278. I find the respondent has repeatedly failed to comply with paragraph 2 of Rental Officer Order Number 20-14563 by failing to pay her monthly rent on time. I find the respondent has repeatedly failed to comply with her obligation to pay her rent on time. I find the respondent has accumulated a total amount of rental arrears of \$8,676.64, of which \$1,398.64 has accumulated since April 2, 2015. As paragraph 1 of Rental Officer Order Number 20-14563 remains enforceable, an order today is only necessary for the rental arrears accumulated since that order in the amount of \$1,398.64.

Termination of the tenancy agreement and eviction

The applicant's representative requested an order for termination of the tenancy agreement and eviction, but was receptive to a short-term conditional termination and eviction order dependent on whether or not the respondent successfully paid minimum monthly installments and monthly assessed rents on time. The respondent indicated some confidence in being able to meet her obligations and comply with an order of the rental officer going forward. The respondent understood the consequences should she fail to do so.

In light of the respondent's repeated pattern of behaviour in failing to comply with a rental officer order and failing to pay her rent when due, and the substantial amount of rental arrears, I am again satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, I am prepared to order that termination and eviction be conditional on the respondent paying minimum monthly installments towards the rental arrears and monthly rents on time.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$1,398.64; to pay her future rent on time; to pay minimum monthly installments of \$175 starting in July 2016 towards her total rental arrears of \$8,676.64 until those arrears are paid in full; terminating her tenancy agreement September 30, 2016, unless the minimum monthly installments and monthly rents for July, August, and September are paid on time; and evicting her from the rental premises October 1, 2016, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer