

IN THE MATTER between **NTHC**, Applicant, and **T.M.**, 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-

T.M.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 7, 2016

Place of the Hearing: Gameti, Northwest Territories

Appearances at Hearing: D.A., representing the applicant

Date of Decision: July 7, 2016

REASONS FOR DECISION

An application to a rental officer made by GHA as the applicant/landlord against T.M. as the respondent/tenant was filed by the Rental Office April 19, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The applicant personally served a copy of the filed application on the respondent April 26, 2016.

The applicant alleged the respondent had failed to pay the full security deposit, had repeatedly failed to pay rent when due, had repeatedly failed to comply with a rental officer order, and had accumulated rental arrears. An order was sought to rescind paragraph 1 of Rental Officer Order Number 10-14218, for payment of rental arrears, for termination of the tenancy agreement, for eviction, and for compensation for use and occupation of the rental premises.

A hearing was scheduled for July 7, 2016, in Gameti, Northwest Territories. The rental officer appeared by telephone. Ms. D.A. appeared representing the applicant. Ms. T.M. was served notice of the hearing by registered mail deemed served June 24, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. M. did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Preliminary matters

The application to a rental officer identified the applicant/landlord as GHA. The written residential tenancy agreement identified the landlord as NTHC. The applicant's representative confirmed that GHA is an agent for the NTHC. It was agreed the applicant/landlord should be identified in the style of cause for this matter as NTHC, and so it will be going forward.

The application to a rental officer identified the rental premises as [REDACTED] in Gameti, Northwest Territories. The written residential tenancy agreements and other supporting documents provided as part of the application to a rental officer identified the rental premises as [REDACTED] in Gameti, Northwest Territories. The applicant's representative confirmed the rental premises for this tenancy agreement is properly identified as [REDACTED] in Gameti, Northwest Territories. I am satisfied the rental premises for the residential tenancy agreement under this application is known as [REDACTED] in Gameti, Northwest Territories.

Previous orders

Rental Officer Order Number 10-14218 dated October 16, 2014, required the respondent to pay rental arrears in the amount of \$2,218 in minimum monthly installments of \$200 starting in October 2014; to pay her future rent on time; and not to breach her obligation to report household income again.

Tenancy agreement

The applicant's representative testified to and provided evidence establishing a tenancy agreement between the parties for subsidized public housing commencing November 14, 2011. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

Security deposit

Although the applicant alleged the respondent had failed to pay the full amount of security deposit owing, this matter was not addressed at hearing, nor was any evidence presented substantiating that the security deposit was outstanding.

Rental arrears

Lease balance statements and ledger cards entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. I am satisfied the statements accurately reflect the current status of the respondent's rent account.

The statements support the applicant's allegation that the respondent failed to pay the minimum monthly installments required under paragraph 1 of Rental Officer Order Number 10-14218 when due. Applying all payments made by the respondent since October 2014 against the rental arrears ordered paid in Rental Officer Order Number 10-14218, those arrears were paid in full by January 13, 2016. I am satisfied paragraph 1 of Rental Officer Order Number 10-14218 has been satisfied, but I find the respondent has failed to comply with the rental officer's order to pay minimum monthly installments of \$200 against the rental arrears. An order to rescind paragraph 1 of Rental Officer Order Number 10-14218 is not necessary.

The applicant's representative confirmed that all rents have been assessed subsidies based on reported household income. The last payment received on the account was recorded February 19, 2016, in the amount of \$500. I find the respondent has failed to comply with paragraph 2 of Rental Officer Order Number 10-14218, which required the respondent to pay her rent on time in the future. I find the respondent has failed to comply with her obligation to pay her rent when due. I find the respondent has accumulated rental arrears in the amount of \$18,990.

Termination of the tenancy agreement and eviction

The applicant's representative testified that she believed the respondent was in the process of vacating the rental premises and was expected to be moved out by the end of the month. At any rate, the applicant reiterated their request for an order to terminate the tenancy agreement, evict the tenant, and for compensation for use and occupation.

In light of the substantial amount of rental arrears, the respondent's repeated failure to pay her rent, and the respondent's repeated failure to comply with a rental officer order, I am satisfied termination of the tenancy agreement, eviction, and compensation are justified.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$18,990; terminating her tenancy agreement July 31, 2016; evicting her from the rental premises August 1, 2016; and requiring her to compensate the applicant for use and occupation of the rental premises at a rate of \$50.79 for each day she remains there after July 31, 2016.

Adelle Guigon
Rental Officer