

IN THE MATTER between **NTHC**, Applicant, and **W.G.**, 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-

W.G.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 16, 2016
<u>Place of the Hearing:</u>	Tuktoyaktuk, Northwest Territories
<u>Appearances at Hearing:</u>	L.P., representing the applicant B.L., representing the applicant W.G., respondent
<u>Date of Decision:</u>	June 16, 2016

REASONS FOR DECISION

An application to a rental officer made by THA as the applicant/landlord against W.G. as the respondent/tenant was filed by the Rental Office March 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 16, 2016.

The applicant alleged the respondent had been repeatedly late paying rent 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 16, 2016, in Tuktoyaktuk, Northwest Territories. The rental officer appeared by telephone. Ms. L.P. appeared representing the applicant. Mr. B.L. appeared by telephone representing the applicant. Mr. W.G. appeared as respondent with his spouse.

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 at hearing that the landlord should be properly identified as the NTHC. The style of cause going forward will be amended accordingly.

Tenancy agreement

The parties agreed and evidence was submitted establishing a tenancy agreement between them for subsidized public housing commencing August 14, 2014. I am satisfied a valid tenancy agreement is 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 statement 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 cards and statements accurately reflect the current status of the respondent's rent account.

The cards and statements confirm the respondent has been repeatedly late paying the full amount of his rent when due throughout the tenancy. The last zero balance on the account was recorded on November 28, 2014. In recent months the respondent has made noticeable and successful efforts to reduce his rental arrears.

I find the respondent has failed to comply with his obligation to pay his rent on time. I find the respondent has accumulated rental arrears in the amount of \$1,090.

Termination of the tenancy agreement and eviction

The applicant's representatives confirmed the applicant's request for termination of the tenancy agreement and eviction, but recognized the respondent's efforts to resolve matters and were receptive to a conditional order to terminate the tenancy and evict the respondent.

The respondent acknowledged his debt and accepted responsibility for his obligations. He indicated he works part time when the work is available, but has just started receiving employment insurance. He anticipates with the income from the employment insurance payments he should have no problems going forward with resolving his rental arrears and paying the full amount of his rent on time.

In consideration of the respondent's repeated failure to pay his rent on time and the amount of rental arrears accumulated under a subsidized public housing account, I am satisfied termination of the tenancy agreement and eviction are justified, but I am in agreement with the parties that the termination and eviction should be conditional on the respondent's successful payment of the rental arrears and payment of future rent on time.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$1,090; to pay his rent on time in the future; terminating his tenancy agreement September 30, 2016, unless the rental arrears are paid in full and the rents for July, August, and September are paid on time; and evicting the respondent October 1, 2016, if termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer