

IN THE MATTER between **NTHC**, Applicant, and **L.P.**, 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**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

L.P.

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 L.P., 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 L.P. 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. Ms. L.P. 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 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 July 24, 2014. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The tenant ledger cards and lease balance statement provided by the applicant represents 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 cards and statement. I am satisfied the cards and statement accurately reflect the current status of the respondent's rent account.

The accounting corroborates the applicant's allegation that the respondent has been repeatedly late paying her rent throughout her tenancy. The respondent did not dispute this. All rents have been assessed subsidies based on reported household income.

I find the respondent has failed to comply with her obligation to pay the full amount of rent when due. I find the respondent has accumulated rental arrears in the amount of \$1,477.28.

Termination of the tenancy agreement and eviction

The applicant's representatives reiterated their request for termination of the tenancy agreement and eviction, however, they were receptive to having the termination and eviction conditional on the respondent's successful payment of the rental arrears and future rent on time. The respondent acknowledged her debt and accepted responsibility for the breaches.

In consideration of the respondent's repeated failure to pay her rent and the substantial amount of subsidized rental arrears she is carrying, I am satisfied termination of the tenancy agreement and eviction are justified. However, in light of the applicant's concessions and the fact that the respondent has never been brought before a rental officer before, I am satisfied conditional termination and eviction are reasonable.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$1,477.28; to pay her rent on time in the future; terminating her tenancy agreement September 30, 2016, unless the rental arrears are paid in full and the monthly rents for July, August, and September are paid on time; and evicting her from the rental premises on October 31, 2016, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer