

IN THE MATTER between **NTHC**, Applicant, and **P.H.**, 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-

**P.H.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 3, 2016

**Place of the Hearing:** Fort Simpson, Northwest Territories

**Appearances at Hearing:** K.K., representing the applicant

**Date of Decision:** August 3, 2016

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against P.H. as the respondent/tenant was filed by the Rental Office May 18, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 15, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears, that future rent be paid on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 3, 2016, in Fort Simpson, Northwest Territories. The rental officer appeared by telephone. Ms. K.K. appeared representing the applicant. Ms. P.H. was sent notice of the hearing by registered mail deemed served July 21, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. H. 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.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

*Rental arrears*

The lease balance statements 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. I am satisfied the respondent has repeatedly failed to pay her rent and has accumulated rental arrears. I find the respondent has failed to comply with her obligation to pay the full amount of her rent when due. I find the respondent has accumulated rental arrears in the amount of \$5,235.

*Termination of the tenancy agreement and eviction*

Based on the substantial amount of rental arrears and the respondent's repeated failure to pay her rent, I am satisfied termination of the tenancy agreement and eviction are justified. It was agreed at hearing that an opportunity for the respondent to resolve the arrears and show she can pay her rent on time would be appropriate given the respondent's recent efforts over the last two months to make sufficient payments to cover the rents and put some towards the accumulated arrears. I am satisfied termination of the tenancy agreement and eviction conditional on the payment of rental arrears in full and monthly rents on time is appropriate.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$5,235; to pay her rent on time in the future; terminating her tenancy agreement November 30, 2016, unless the rental arrears are paid in full and the rents for September, October, and November are paid on time; and evicting her from the rental premises December 1, 2016, if the termination of the tenancy agreement becomes effective.

---

Adelle Guigon  
Rental Officer