

IN THE MATTER between **NTHC**, Applicant, and **E.J.C.**, 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-

E.J.C.

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
E.J.C., respondent

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 E.J.C. 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 10, 2016.

The applicant alleged the respondent had repeatedly failed to pay her rent on time and had accumulated rental arrears. An order was sought for payment of the 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. E.J.C. appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (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 rental arrears. Two entries for tenant damage charges were included in the lease balance statement for which no evidence or claim was made in the application. The lease balance statement was amended by deducting a total of \$929.30 for tenant damage charges from the balance owing. The remaining balance of \$3,022 represents rental arrears. The respondent did not dispute the rental arrears claimed. I am satisfied the amended lease balance statements accurately reflect the current status of the respondent's rent account.

The respondent testified that her only income has been child tax benefits and GST benefits, which were erroneously cut off by the Canada Revenue Agency (CRA). The respondent has been in contact with the CRA and they are processing her application for the appropriate retroactive refunds, having indicated to her an expectation to have a cheque to her by the end of September. From this cheque, the respondent anticipates being able to pay her rental arrears in full. She further indicated understanding her obligation to at least pay her monthly assessed rent on time. The respondent was encouraged to maintain open communication with the applicant regarding her situation.

I find the respondent has repeatedly failed to comply with her obligation to pay her rent on time. I find the respondent has accumulated rental arrears on the amount of \$3,022.

Termination of the tenancy agreement and eviction

In considering the respondent's monthly rent is subsidized to the lowest end of the scale, the amount of rental arrears accumulated are substantial. That in combination with the respondent's repeated failure to pay her rent justifies termination of the tenancy agreement. However, in light of the respondent's anticipated ability to resolve the rental arrears in full and in order to provide her an opportunity to show she can comply with her obligation to pay her rent on time, it was agreed a conditional termination and eviction order would be appropriate.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$3,022; to pay her future rent on time; terminating her tenancy agreement November 30, 2016, unless the rental arrears are paid in full and the monthly rents are paid on time; and evicting her from the rental premises December 1, 2016, if the termination of the tenancy agreement comes into effect.

Adelle Guigon
Rental Officer