

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

**M.M.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 17, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>K.K., representing the applicant M.M., respondent R.H., on behalf of the respondent</b>
<b><u>Date of Decision:</u></b>	<b>August 17, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against M.M. as the respondent/tenant was filed by the Rental Office May 30, 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 20, 2016.

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent and had accumulated substantial rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 17, 2016, by three-way teleconference. Ms. K.K. appeared representing the applicant. Ms. M.M. appeared as respondent. Mr. R.H. appeared on behalf of Ms. M. as her spouse.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a tenancy agreement between the applicant and respondent for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized based on reported household income. The respondent did not dispute the accuracy of the accounting and acknowledged her debt to the applicant. I am satisfied the lease balance statement accurately represents the status of the respondent's rent account.

The statement shows a pattern of repeated failure to pay the full amount of rent when due since November 2013. The respondent did not dispute this allegation.

I find the respondent has repeatedly failed to comply with her obligation to pay the full amount of her subsidized rent when due. I find the respondent has accumulated substantial rental arrears in the amount of \$24,757.

The respondent and her spouse acknowledged the amount of rental arrears and together accepted responsibility for their failure to properly budget for their expenses. The respondent indicated she has not been working due to a disability since December 2014. Although she has been denied disability benefits, she is expecting to receive early pension benefits in February 2017. The respondent's spouse has been earning enough of an income to justify a relatively high subsidized rent.

The respondent and her spouse agreed to pay at least \$405 per month towards the rental arrears, in addition to the monthly subsidized rent which is currently assessed at \$1,295, for a total of \$1,700 per month. The applicant's representative was agreeable to the imposition of a minimum monthly installment plan into an order to pay rental arrears.

*Termination of the tenancy agreement and eviction*

In light of the substantial amount of rental arrears and the respondent's repeated failure to pay the full amount of her subsidized rent when due, I am satisfied termination of the tenancy agreement and eviction are justified. However, with agreement of the applicant's representative, I am satisfied a conditional termination and eviction order dependent on the respondent's successful payment of rents and minimum monthly installments for September, October, and November is reasonable. Emphasis was given at hearing to the respondent and her spouse of the importance of paying at least \$1,700 on time every month, even after the conditional termination date has passed.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$24,757 in minimum monthly installments of \$405 starting in September 2016 and thereafter until the rental arrears are paid in full; to pay her rent on time in the future; terminating her tenancy agreement November 30, 2016, unless the monthly rents and minimum monthly installments for September, October, and November are paid on time; and evicting the respondent from the rental premises December 1, 2016, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer