

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

**C.N.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 16, 2016

**Place of the Hearing:** Jean Marie River, Northwest Territories

**Appearances at Hearing:** K.K., representing the applicant  
C.N., respondent

**Date of Decision:** August 16, 2016

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against C.N. 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 Jean Marie River, Northwest Territories. The applicant served a copy of the filed application on the respondent by email deemed received June 9, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for August 16, 2016, in Jean Marie River, Northwest Territories. The rental officer appeared by telephone. Ms. K.K. appeared by telephone representing the applicant. Ms. C.N. appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them 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 *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 respondent's rent account. All rents have been subsidized based on reported household income. The respondent did not dispute the accuracy of the landlord's accounting. I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account.

The statements indicate an accumulation of rental arrears throughout the tenancy due to the respondent's repeated failure to pay the full amount of her rent when due. The respondent acknowledged and accepted responsibility for this failure, explaining that between 2012 and 2015 her family was struggling with medical travel issues. Since February 2016, the respondent has successfully made regular monthly payments of sufficient amounts to cover her subsidized rent and reduce her rental arrears. The respondent was able to commit at hearing to making minimum monthly payments of \$300 towards the rental arrears in addition to her monthly assessed rent.

I find the respondent has repeatedly 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 \$15,676. I am satisfied an order to pay the rental arrears in minimum monthly installments is reasonable.

*Termination of the tenancy agreement and eviction*

In light of the substantial amount of rental arrears, termination of the tenancy agreement and eviction are justified. However, under the circumstances of this case I am satisfied termination and eviction conditional on whether or not the respondent is successful at paying her rent and minimum monthly installments on time is reasonable.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$15,676 in minimum monthly installments of \$300 starting in September 2016 and thereafter until the rental arrears are paid in full; to pay future rent on time; terminating the tenancy agreement November 30, 2016, unless the monthly rents and minimum monthly installments 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