

IN THE MATTER between **NTHC**, Applicant, and **E.E.**, 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.E.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 28, 2016

Place of the Hearing: Sachs Harbour, Northwest Territories

Appearances at Hearing: D.K., representing the applicant
E.E., respondent

Date of Decision: July 28, 2016

REASONS FOR DECISION

An application to a rental officer made by SHHA on behalf of the NTHC as the applicant/landlord against E.E. as the respondent/tenant was filed by the Rental Office March 15, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Sachs Harbour, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 29, 2016.

The applicant alleged the respondent had failed to comply with a rental officer order, had failed to pay rent, had accumulated additional rental arrears, and had failed to report household income as required. An order was sought for payment of rental arrears, future rent on time, reporting of household income, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 28, 2016, in Sachs Harbour, Northwest Territories. The rental officer appeared by telephone. Ms. D.K. appeared representing the applicant. Mr. E.E. appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing prior to April 1, 2012. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the Act.

Previous orders

Rental Officer Order Number 20-3556 dated February 21, 1995, was for a previous joint tenancy agreement.

Rental Officer Order Number 20-13575 dated May 7, 2014, is for the current sole tenancy agreement with the respondent. It ordered the respondent to pay rental arrears accumulated as of February 11, 2014, in the amount of \$13,012.77 and to pay his rent on time in the future.

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. The respondent did not dispute the accuracy of the statements, except with regard to a payment he made of \$500 on March 30, 2016, which does not appear on the statements. The respondent provided a cash drawer receipt of the payment which clearly indicates the purpose of the payment as "rent - sachs harbour". Accounting for the missing payment, I am satisfied the statements otherwise accurately reflect the current status of the respondent's rent account.

The last payment received from the respondent prior to the missing payment was recorded on June 8, 2015, in the amount of \$300. Payments against the rent account have been sporadic and of significantly insufficient amounts to resolve the accumulated arrears let alone pay the monthly assessed rents throughout the tenancy.

The applicant's representative indicated that unsuccessful efforts were made by the landlord's staff to have the respondent enter into an agreement to pay. The respondent disputed that any such agreement was offered for him to sign. To my mind, regardless of whether or not an agreement to pay was either offered or refused, the respondent has an obligation to pay his assessed rent every month on time by virtue of having entered into the tenancy agreement. It is clear he has not complied with that obligation and as a result has accumulated a substantial amount of rental arrears.

I find the respondent has failed to comply with rental officer orders to pay rental arrears and pay his future rent on time. I find the respondent has repeatedly failed to pay his rent. I find the respondent has accumulated rental arrears in the total amount of \$13,102.31. As Rental Officer Order Number 20-13575 is still enforceable, the amount of rental arrears ordered paid of \$13,012.77 will be deducted from the current total, resulting in an order to pay additionally accumulated rental arrears in the amount of \$89.54.

Reporting of household income

As a result of the applicant's recent policy revision requiring reporting of household income on an annual basis rather than a monthly basis, the applicant's representative withdrew the request for reporting of household income as required.

Termination of the tenancy agreement and eviction

The respondent offered at hearing to pay monthly installments of \$100 towards his rental arrears. As a result, the applicant's representative was receptive to incorporating the minimum monthly installment plan into the rental officer order and requested an order to terminate the tenancy agreement dependent on whether or not the respondent is successful at paying his rent and the minimum monthly installments on time.

I am satisfied based on the substantial amount of rental arrears and the repeated failure to pay rent that termination of the tenancy agreement is justified. Under the circumstances I am satisfied that conditional termination of the tenancy agreement is suitable, giving the respondent ample opportunity to honour the order and his obligations. An eviction order will not issue at this time due to the lengthy period of time being given to the conditional termination date, however, should the respondent fail to comply with the terms of this order the applicant has leave to file a new application for eviction.

Orders

An order will issue requiring the respondent to pay additional rental arrears in the amount of \$89.54; to pay his future rent on time; to pay minimum monthly installments of \$100 starting in August 2016 and each month thereafter until the total rental arrears of \$13,102.31 are paid in full; and terminating the tenancy agreement December 31, 2016, unless the rents and minimum monthly installments for August to December 2016 are paid on time.

Adelle Guigon
Rental Officer