

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

S.H.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 29, 2016
<u>Place of the Hearing:</u>	Tulita, Northwest Territories
<u>Appearances at Hearing:</u>	S.B.Y., representing the applicant S.H., respondent
<u>Date of Decision:</u>	June 29, 2016

REASONS FOR DECISION

An application to a rental officer made by T.H.A. as the applicant/landlord against S.H. as the respondent/tenant was filed by the Rental Office March 21, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 29, 2016.

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

A hearing was scheduled for June 29, 2016, in Tulita, Northwest Territories. The rental officer appeared by telephone. Ms. S.B.Y. appeared representing the applicant. Ms. S.H. appeared as respondent.

Preliminary matters

The application to a rental officer identified the landlord as T.H.A.. The written tenancy agreements identified the landlord as the NTHC with T.H.A. as its agent. The applicant/landlord should appropriately be identified as NTHC and the style of cause going forward will reflect this amendment.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 13, 2009. 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 and tenant ledger cards 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 accounting and acknowledged her debt. I am satisfied the statements and cards accurately reflect the current status of the respondent's rent account.

At hearing, the amount of rental arrears were identified at \$9,801 and a finding was made at that time in that amount. However, the updated lease balance statement provided by agreement after the hearing had recorded a payment of \$500 received June 28, 2016, reducing the amount of rental arrears at the time of the hearing to \$9,301.

I find the respondent has repeatedly failed to pay her rent when due. I find the respondent has accumulated rental arrears in the amount of \$9,301.

Termination of the tenancy agreement and eviction

The applicant's representative reiterated their request for an order to terminate the tenancy agreement and evict the tenant in light of the substantial amount of rental arrears accumulated and continuous failure of the respondent to comply with her obligations respecting payment of rent. However, the applicant's representative was not opposed to imposing a conditional termination and eviction order dependent on the successful payment of a portion of the rental arrears and the payment of monthly rent on time. The respondent was agreeable to this proposition and estimates she should be able to have at least \$1,000 paid towards the rental arrears within three months.

I am satisfied termination of the tenancy agreement and eviction are justified in light of the substantial amount of rental arrears and the respondent's repeated failure to comply with her obligations respecting payment of rent. I am further satisfied that the imposition of a conditional termination and eviction order are appropriate under the circumstances.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$9,301; to pay her rent on time in the future; terminating her tenancy agreement September 30, 2016, unless the monthly rents for July, August, and September are paid on time and at least \$1,000 is paid towards the rental arrears; and evicting the respondent from the rental premises October 1, 2016, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer