

IN THE MATTER between **NTHC**, Applicant, and **DN**, 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-

DN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 7, 2016

Place of the Hearing: Whati, Northwest Territories

Appearances at Hearing: GA, representing the applicant
DN, respondent

Date of Decision: September 7, 2016

REASONS FOR DECISION

An application to a rental officer made by WHA as the applicant/landlord against DN 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 Whati, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 8, 2016.

The applicant alleged the respondent had failed to comply with rental officer orders, had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to report household income as required. An order was sought to rescind paragraph 1 of Rental Officer Order Number 10-14793, for lump sum payment of rental arrears, that future rent be paid on time, that household income be reported as required, for termination of the tenancy agreement, for eviction, and for compensation for use and occupation of the rental premises.

A hearing was scheduled for September 7, 2016, in Whati. The rental officer appeared by telephone. Ms. GA appeared representing the applicant. Ms. DN appeared as respondent.

Preliminary matters

The application to a rental officer identified the applicant/landlord as WHA. The written tenancy agreement identified the landlord as NTHC with WHA as its agent. The parties agreed at hearing the applicant/landlord should appropriately be identified as NTHC. The style of cause to this application going forward will reflect NTHC as the applicant/landlord.

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).

Previous orders

Rental Officer Order Number 10-14793 dated October 1, 2015, required the respondent to pay rental arrears in the amount of \$8,246.50 in minimum monthly installments of \$100 starting in August 2015, and to pay her future rent on time.

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 accounting. I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account.

The statements support the applicant's allegations that the respondent has continued failing to pay her rent when due. Additionally, the respondent has not complied with her obligation to make the minimum monthly installments required under Rental Officer Order Number 10-14793.

All rents have now been subsidized based on reported household income; The request for an order requiring the respondent to report income as required was withdrawn.

The respondent did not dispute the allegations made. Although she accepted responsibility for her debt, she cited having difficulties with her financial assistance payments which were only just reinstated in full in September 2016.

I find the respondent has failed to comply with a rental officer order. I find the respondent has repeatedly failed to pay her rent in full and on time. I find the respondent has accumulated rental arrears in the amount of \$11,283.50, which is a substantial increase since the last rental officer order was issued. I am satisfied paragraph 1 of Rental Officer Order Number 10-14793 should be rescinded and the respondent should be ordered to pay the total current amount of rental arrears.

Termination of the tenancy agreement and eviction

In light of the respondent's failure to comply with a rental officer order, repeated failure to pay rent, and substantial amount of accumulated rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. However, under the circumstances, I am satisfied the termination and eviction should be conditional on the respondent's successful payment of future rent on time and payment of a portion of the rental arrears within a set time period.

Orders

An order will issue: rescinding paragraph 1 of Rental Officer Order Number 10-14793; requiring the respondent to pay rental arrears in the amount of \$11,283.50; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement December 31, 2016, unless the rents for October, November, and December are paid on time and at least \$750 is paid towards the rental arrears; evicting the respondent from the rental premises on January 1, 2017, if the termination of the tenancy agreement becomes effective; and requiring the respondent to compensate the applicant for use and occupation of the rental premises at a rate of \$50.79 for each day she remains in the rental premises after December 31, 2016, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer