

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

**PT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 13, 2016

**Place of the Hearing:** Fort Simpson, Northwest Territories

**Appearances at Hearing:** Kathy Konisenta, representing the applicant

**Date of Decision:** September 13, 2016

**REASONS FOR DECISION**

An application to a rental officer made by Fort Simpson Housing Authority on behalf of the NTHC as the applicant/landlord against PT and CT as the respondents/tenants was filed by the Rental Office May 18, 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 respondents by registered mail signed for June 24, 2016.

The applicant alleged the respondents 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, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 13, 2016, in Fort Simpson, Northwest Territories. The rental officer appeared by telephone. Ms. Kathy Konisenta appeared representing the applicant. Ms. PT and Ms. CT were sent notices of attendance by registered mail deemed served August 30, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither respondent appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

*Preliminary matters*

The application to a rental officer identified PT and CT as joint tenants. The written tenancy agreement did name both respondents on its face, but only PT signed the agreement. As such, I am not satisfied CT entered into the tenancy agreement with PT and I find PT is the sole tenant to this tenancy agreement. The style of cause for this matter going forward will reflect PT as the sole respondent/tenant.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the applicant and PT for subsidized public housing commencing November 26, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with 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 assessed subsidies based on reported household income. I am satisfied the statement accurately reflects the current status of the respondent's rent account.

The statement supports the applicant's allegation that the respondent has repeatedly failed to pay the full amount of her rent when due throughout her tenancy. The last two payments received on the account were recorded on September 2 and September 7, 2016, and were of such amounts to satisfy the rent for September and to reduce the amount of rental arrears by a relatively substantial amount.

I am satisfied the respondent has repeatedly failed to comply with her obligation to pay her rent in full when due. I find the respondent has accumulated rental arrears in the amount of \$1,825.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's repeated failure to pay her rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, in agreement with the applicant's representatives, I am satisfied the termination and eviction should be conditional on the payment in full of the rental arrears and payment of future rent on time.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$1,825; to pay her future rent on time; terminating the tenancy agreement December 31, 2016, unless the rental arrears are paid in full and the rents for October, November, and December 2016 are paid on time; and evicting the respondent from the rental premises on January 1, 2017, if the termination of the tenancy becomes effective.

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Adelle Guigon  
Rental Officer