

IN THE MATTER between **NTHC**, Applicant, and **JH**, 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, regarding a rental premises located within the **hamlet of Sachs Harbour in the Northwest Territories**.

BETWEEN:

**NTHC**

Applicant/Landlord

- and -

**JH**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$9,010.00 (nine thousand ten dollars) in minimum monthly installments of \$70.00 (seventy dollars) starting in December 2016 and each month thereafter until the rental arrears are paid in full.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate May 31, 2017, and the respondent must vacate the rental premises on or before that date, unless the monthly rents and minimum monthly installments for December 2016 to May 2017 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 14th day of November 2016.

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Adelle Guigon  
Rental Officer

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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-

**JH**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 2, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Sachs Harbour, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>DK, representing the applicant JH, respondent</b>
<b><u>Date of Decision:</u></b>	<b>November 2, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by SHHA on behalf of the NTHC as the applicant/landlord against JH as the respondent/tenant was filed by the Rental Office June 24, 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 July 14, 2016.

The applicant alleged the respondent had repeatedly failed to pay her rent, had accumulated rental arrears, and had repeatedly failed to report her household income as required. An order was sought for payment of the rental arrears, that future rent be paid on time, that household income be reported as required, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for November 2, 2016, in Sachs Harbour, Northwest Territories. The rental officer appeared by teleconference. Ms. DK appeared representing the applicant. Ms. JH appeared as respondent.

#### *Preliminary matters*

Due to the applicant having changed their policy regarding household income reporting requirements from monthly reporting to annual reporting, and having received the necessary annual income report from the respondent, the applicant withdrew their request for an order that household income be reported as required.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2010. 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 now been assessed subsidies based on anticipated reporting of household income.

The respondent did not dispute the accuracy of the accounting, acknowledging her historical failure to pay her rent and accepting responsibility for the debt she carries. The respondent testified that she is still in the process of having her 2015 tax return prepared in order to comply with the applicant's new policy regarding forms required for reporting of household income. The applicant's representative confirmed that the subsidies for the June to November 2016 rents have been assessed based on what the household income is expected to be reported as. The subsidized rent is currently assessed at \$70 per month.

The parties further agreed that a minimum monthly installment plan of \$70 per month towards the rental arrears would be appropriate to incorporate into an order to pay rental arrears. The respondent confirmed that she could commit to paying the \$70 per month for the installment plan plus \$70 per month for her rent.

I am satisfied the statements accurately reflect the current status of the respondent's rent account. I am satisfied the respondent has repeatedly failed to pay her rent. I find the respondent has accumulated rental arrears in the amount of \$9,010. I am satisfied the incorporation of a minimum monthly installment plan for payments towards the rental arrears would be appropriate in the circumstances.

### *Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears, I am satisfied termination of the tenancy agreement is justified. By agreement with the parties, I am satisfied the termination should be conditional on the respondent paying her monthly rents and minimum monthly installments on time. I am not satisfied an eviction order would be appropriate at this time.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$9,010 in minimum monthly installments of \$70 starting in December 2016 and each month thereafter until the rental arrears are paid in full; requiring the respondent to pay her future rent on time; and terminating the tenancy agreement May 31, 2017, unless the monthly rents and minimum monthly installments for December to May are paid on time.

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Adelle Guigon  
Rental Officer