

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,

BETWEEN:

NTHC

Applicant/Landlord

-and-

JH

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2016
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant AH, representing the applicant
<u>Date of Decision:</u>	October 4, 2016

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against JH as the respondent/tenant was filed by the Rental Office July 7, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for July 20, 2016.

The applicant alleged the respondent had repeatedly failed to pay her rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 4, 2016, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. Mr. CS and Ms. AH appeared representing the applicant. Ms. JH was served notice of the hearing by registered mail signed for September 16, 2016. The respondent did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for market rental housing commencing February 16, 2016. The rent was set at \$1,280 per month. 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 rents and payments made against the respondent's rent account. I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account.

The statement corroborates the applicant's allegation that the respondent has been repeatedly late paying her rent. Since commencement of the tenancy, the respondent has made five payments against her account. The first payment was in February for the prorated rent for that month and the security deposit, leaving a credit of \$22.07 to the account balance. Two payments made in May and July were for \$1,000 each. Two payments made in August and October were for \$1,300 each.

I am satisfied the respondent has repeatedly failed to pay her rent when due. I find the respondent has accumulated rental arrears in the amount of \$5,617.93.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay her rent and the substantial 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 that termination and eviction conditional on the payment of the rental arrears in full and payment of the rents for November, December, and January on time would be appropriate.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$5,617.93; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement January 31, 2017, unless the rental arrears are paid in full and the rents for November, December, and January are paid on time; and evicting the respondent from the rental premises February 1, 2017, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer