

IN THE MATTER between **BKGK**, Applicant, and **EPR**, 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:

BKGK

Applicant/Landlord

-and-

EPR

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 5, 2016
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	LH, representing the applicant EN, representing the applicant TM, representing the applicant EPR, respondent
<u>Date of Decision:</u>	October 5, 2016

REASONS FOR DECISION

An application to a rental officer made by BKGK as the applicant/landlord against EPR as the respondent/tenant was filed by the Rental Office July 14, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondent July 25, 2016.

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

A hearing was scheduled for October 5, 2016, in Behchoko, Northwest Territories. Ms. LH, Ms. EN, and Ms. TM appeared representing the applicant. Ms. EPR appeared as respondent.

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).

Rental arrears

The lease balance statements, lease ledgers, and statements of account submitted 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 amount of rental arrears claimed, accepting responsibility for the debt. I am satisfied the documents accurately reflect the current status of the respondent's rent account.

The applicant further submitted that the respondent had failed to comply with her obligation to pay her utilities to the service providers, specifically in this instance the Northwest Territories Power Corporation. The respondent admitted she had fallen behind on her electricity bill and indicated she would be able to resolve that debt the next day. Confirmation was received that the respondent did in fact pay her electricity bill in full on October 6, 2016.

I am satisfied the respondent has repeatedly failed to pay her rent. I find the respondent has

accumulated rental arrears in the amount of \$15,364.71.

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 and eviction are justified. However, with agreement of 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 rents on time.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$15,364.71; requiring the respondent to pay her future rent on time; 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