

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

RM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 3, 2016

Place of the Hearing: Deline, Northwest Territories

Appearances at Hearing: LB, representing the applicant

Date of Decision: November 3, 2016

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the applicant/landlord against RM as the respondent/tenant was filed by the Rental Office August 30, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 21, 2016.

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

A hearing was scheduled for November 3, 2016, in Deline, Northwest Territories. The rental officer appeared by telephone. Mr. LB appeared representing the applicant. Ms. RM was served notice of the hearing by registered mail signed for October 13, 2016. The respondent did not appear at the 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 representative testified and provided evidence establishing a residential tenancy agreement between the parties 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 Act.

Previous orders

Rental Officer Order Number 20-14593 dated May 13, 2015, required the respondent to pay rental arrears in the amount of \$625 in minimum monthly installments of \$104.17 starting in May 2015 and required the respondent to pay her rent on time in the future.

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 been assessed subsidies based on reported household income. I am satisfied the statements accurately reflect the current status of the respondent's rent account.

The statements corroborate the applicant's allegation that the respondent has failed to pay her rent in full when due. Between May 1, 2016, and October 31, 2016, the respondent has made three payments totalling \$1,000.

I am satisfied the respondent has failed to comply with a rental officer order to pay her rent on time. I am satisfied the respondent has repeatedly failed to pay her rent. I find the respondent has accumulated rental arrears in the amount of \$1,182.88.

Termination of the tenancy agreement and eviction

The applicant's representative testified that multiple efforts to communicate with the respondent have failed. The respondent refuses to attend the applicant's office or have any discussions regarding her obligations. The applicant's representative agreed that a conditional termination and eviction order would be appropriate, dependent on the respondent paying the arrears and paying her rent every month on time. In consideration of the respondent's behaviour to date, the respondent's repeated failure to pay her rent as required and ordered to, and the substantial amount of accumulated rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. I am in agreement with the applicant's representative that termination and eviction conditional on payment of rental arrears and payment of rent on time would be appropriate under the circumstances.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$1,182.88; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement February 28, 2017, unless the rental arrears are paid in full and the rents for December, January, and February are paid on time; and evicting the respondent from the rental premises March 1, 2017, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer