

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

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 28, 2016

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the applicant

Date of Decision: September 28, 2016

REASONS FOR DECISION

An application to a rental officer made by Hay River Housing Authority on behalf of the NTHC as the applicant/landlord against MM as the respondent/tenant was filed by the Rental Office June 23, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent July 18, 2016.

The applicant alleged the respondent had repeatedly failed to pay his rent, had accumulated rental arrears, and had failed to pay the full amount of his security deposit. An order was sought for payment of the outstanding security deposit, for payment of rental arrears, for payment of future rent on time, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for September 28, 2016, in Hay River, Northwest Territories. The rental officer appeared by telephone. Mr. AS appeared representing the applicant. Mr. MM was sent notice of the hearing by registered mail deemed served September 15, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondent did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 1, 2016. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears and security deposit

At the time the application to a rental officer was filed, the respondent had not paid the full amount of his security deposit and had accumulated rental arrears. Since filing of the application, the respondent has successfully paid his security deposit in full and resolved his rental arrears. As such, the applicant's representative withdrew their requests for an order to pay, for termination of the tenancy, and for eviction, seeking only an order that the respondent pay his future rent on time.

I am satisfied the respondent has repeatedly failed to pay the full amount of his rent when due and will issue an order that the respondent pay his future rent on time.

Adelle Guigon
Rental Officer