

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

**KLL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 7, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>EN, representing the applicant LC, representing the applicant KLL, respondent RL, on behalf of the respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 7, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by BKGK as the applicant/landlord against KLL as the respondent/tenant was filed by the Rental Office September 30, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premise located in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondent October 3, 2016.

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

A hearing was scheduled for February 7, 2017, in Behchoko, Northwest Territories. EN and LC appeared representing the applicant. KLL appeared as respondent with her mother, RL, appearing on her behalf.

*Preliminary matters*

The application to a rental officer identified BKGK as the applicant/landlord. The written tenancy agreement identified the landlord as NTHC with BKGK as its agent. The applicant agreed the style of cause should be amended to identify NTHC as the applicant/landlord. The style of cause going forward will be so amended.

*Previous orders*

Rental Officer Order Number 10-8792 dated February 3, 2006, dismissed the applicant's application for payment of rental arrears and costs of repairs.

Rental Officer Order Number 10-13565 dated September 13, 2013, required the respondent to pay rental arrears in the amount of \$35,731.31 in minimum monthly installments of \$200 starting in September 2013, and to pay her rent on time in the future.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing in April 2002. 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 statement entered into evidence represents 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 reported household income. The monthly subsidized rent is currently assessed at \$580. The last payment made directly by the respondent was recorded January 23, 2014, in the amount of \$550. All subsequent payments represent garnishments through the Sheriff's Office and Canada Revenue Agency against the rental arrears ordered paid under Rental Officer Order Number 10-13565. The current balance of rental arrears reflected on the lease balance statement of \$29,145.18 represents \$11,777.18 which remains owing (and enforceable) under Rental Officer Order Number 10-13565 and \$17,368 in rental arrears accumulated since August 2013.

Although somewhat uncooperative, the respondent did not dispute the accuracy of the accounting reflected in the lease balance statement. Argument was made that there were significant maintenance issues with the rental premises which the applicant has failed to address; the respondent questioned why she should have to pay rent if the applicant wasn't going to repair the rental premises. The respondent was reminded at hearing that should there be maintenance issues with the rental premises which were not being addressed by the landlord that the tenant has the right to file an application to a rental officer to have the issues addressed at hearing. The respondent was further reminded that there are no circumstances under the Act which permit a tenant to unilaterally withhold rent; payment of rent in full and on time is an obligation which the tenant must comply with.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly and unreasonably failed to pay her rent, has repeatedly failed to comply with a rental officer order to pay her future rent on time, and has accumulated a total amount of rental arrears to date in the amount of \$29,145.18 of which \$17,368 has accumulated since August 2013.

*Termination of the tenancy agreement and eviction*

The applicant's representatives reiterated the applicant's request for termination of the tenancy agreement and eviction, tempered with the proposal that they be conditional on the payment in full of the total amount of rental arrears and future rent paid on time.

The respondent's mother informed the tribunal that the respondent is a single mother. Two of the respondent's children are scheduled to graduate from high school this year, and the respondent's mother questioned how they were going to complete their studies if the respondent's tenancy is terminated. While I can empathize with the concern expressed, it is not an issue for consideration in this matter.

The respondent's repeated and unreasonable failure to pay her rent over a lengthy period of time and the substantial amount of rental arrears accumulated cannot be ignored, regardless of the respondent's family obligations. I am satisfied that termination of the tenancy agreement and eviction conditional on the payment in full of the rental arrears and future rent being paid on time is fully appropriate, as proposed.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$17,368; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement March 31, 2017, unless the total rental arrears of \$29,145.18 are paid in full and the rent for March is paid on time; and evicting the respondent from the rental premises April 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer