

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

AD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2017

Place of the Hearing: Behchoko, Northwest Territories

Appearances at Hearing: EN, representing the applicant
LC, representing the applicant
AD, respondent

Date of Decision: February 7, 2017

REASONS FOR DECISION

An application to a rental officer made by BKGK as the applicant/landlord against AD 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 premises 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 and had accumulated rental arrears. An order was sought for payment of the rental arrears, that future rent be paid on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 7, 2017, in Behchoko, Northwest Territories. EN and LC appeared representing the applicant. AD appeared as respondent.

Preliminary matters

The application to a rental officer identified BKGK as the landlord. The written tenancy agreement identified the landlord as NTHC with BKGK as its agent. The parties agreed at hearing that NTHC should be appropriately identified as the landlord. The style of cause going forward will reflect the NTHC as the applicant/landlord.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 19, 2013. 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 and lease ledgers 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 subsidized and are currently assessed at \$580 per month. The last payment received on the rent account was recorded January 9, 2017, in the amount of \$580.

The respondent did not dispute either the amount of rental arrears alleged or the accuracy of the landlord's accounting. The respondent is expecting an income tax return which she indicated could be applied against her rental arrears.

I am satisfied the lease balance statements and lease ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent and has accumulated rental arrears in the amount of \$11,095.

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, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representatives agreed to conditional termination of the tenancy agreement dependent on the respondent paying at least \$5,000 towards the rental arrears and payment of future rent on time. I am satisfied a conditional termination of the tenancy agreement as proposed is reasonable.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$11,095; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement March 31, 2017, unless at least \$5,000 is paid towards the rental arrears 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.

Adelle Guigon
Rental Officer