

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

WM

Respondent/Tenant

REASONS FOR DECISION

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

REASONS FOR DECISION

An application to a rental officer made by NTHC as the applicant/landlord against WM as the respondent/tenant was filed by the Rental Office September 30, 2016. The application was made regarding a Homeownership Entry Level Program 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 6, 2016.

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

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

Previous orders

Rental Officer Order Number 10-14567 dated May 19, 2015, required the respondent to pay rental arrears in the amount of \$2,874.15 and to pay her future rent on time. One garnishment has been received June 28, 2016, against the monetary order in the amount of \$1,246.69, leaving a balance owing of \$1,627.46 which remains enforceable under Rental Officer Order Number 10-14567.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized housing under the Homeownership Entry Level Program (HELP) commencing October 10, 2008. 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 been assessed subsidies in accordance with the HELP rent scale at a current monthly rate of \$375. The respondent had arranged for electronic funds transfers (EFT) to pay her rent directly from her bank account. The last successful payment was recorded January 10, 2017, in the amount of \$375. Since May 2015, 13 of the monthly EFT payments have been returned due to insufficient funds (NSF). The balance owing as reflected in the lease balance statement is \$4,752.56.

The respondent did not dispute the accuracy of the accounting and accepted responsibility for the rental arrears. The respondent testified that she is waiting for Income Support to get back to her regarding her application for assistance and she has been unemployed since May 2016. The parties agreed that they had entered into a monthly payment plan of \$200 towards the rental arrears which was to commence in December 2016. The respondent admitted that she misunderstood the payment plan, believing the \$200 per month was meant to cover both the monthly rent and payments towards the accumulated arrears. This explains why no more than the monthly rent has been paid in December and January to date.

The applicant's representatives questioned why the rental arrears were not paid in full when it was reported to them that the respondent had won a major jackpot at a local bingo recently. The respondent replied that she was not playing her own bingo cards, rather she was playing cards for two friends; she only received \$500 from her friends for playing the cards for them while they retained the balance of the winnings.

At hearing the applicant's representatives claimed \$1,878.31 represents the rental arrears accumulated since May 2015 and that the last rental officer order remains enforceable for its full amount. This amount was calculated by deducting the last rental officer amount of \$2,874.15 from the current total balance of \$4,752.56. A further review of the updated lease balance statement post-hearing, however, showed that a garnishment of \$1,246.69 which should have been applied against the last rental officer order arrears was improperly accounted for against the newly accumulated rental arrears. Correcting that error, the amount of rental arrears accumulated since May 2015 is \$3,125.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent, has failed to comply with a rental officer order to pay her rent on time, and has accumulated additional rental arrears in the amount of \$3,125.

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. It was agreed at hearing that termination and eviction conditional on the respondent successfully paying the total amount of rental arrears of \$4,752.46 in full and paying her rent for March on time would be appropriate in the circumstances.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$3,125; 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 \$4,752.46 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 becomes effective.

Adelle Guigon
Rental Officer