

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

ME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 14, 2017

Place of the Hearing: Tuktoyaktuk, Northwest Territories

Appearances at Hearing: LP, representing the applicant
JE, representing the respondent

Date of Decision: February 14, 2017

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against ME as the respondent/tenant was filed by the Rental Office October 6, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The applicant personally served a copy of the filed application on the respondent October 13, 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 the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 14, 2017, in Tuktoyaktuk, Northwest Territories. The rental officer appeared by telephone. LP appeared representing the applicant. JE, the respondent's son, appeared representing ME.

Previous orders

Rental Officer Order Number 20-13496 dated October 1, 2013, required the respondent to pay rental arrears in the amount of \$19,702.72.

Rental Officer Order Number 20-15011 dated March 31, 2016, was dismissed. The applicant requested an order for payment of rental arrears, termination of the tenancy agreement, and eviction. The presiding rental officer found that the amount of rental arrears accumulated had decreased since the last rental officer order and that the previous rental officer order remained enforceable. The presiding rental officer was not satisfied termination of the tenancy agreement and eviction were justified at the time.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the applicant and respondent for subsidized public housing commencing August 28, 2004. I am satisfied a valid tenancy agreement is in place between the applicant and respondent 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 assessed subsidies based on reported household income, and are currently assessed at \$555 per month; the respondent's representative continues to reside with the respondent and his income is a contributing factor to calculating the amount of the subsidized rent. The last payment received against the respondent's rent account was recorded November 18, 2016, in the amount of \$1,320. The current balance of \$16,758.16 includes old rental arrears and rental arrears accumulated since the last two rental officer hearings. The current balance does represent a slight reduction to the amount of rental arrears accumulated as of the last rental officer hearing.

The respondent's representative did not dispute either the amount of rental arrears claimed or the accuracy of the accounting. He did mention that he has not been working since December 2016 due to an injury, but has not yet reported any change in income to the applicant. He admitted he makes payments towards the rental arrears when he can, but not consistently. The respondent is an elder whose daughter manages her finances for her. The respondent's representative at hearing does not know why payments towards the rent account have not been made on a monthly basis as required. It was pointed out to the respondent's representative that as a co-occupant of the rental premises his income is considered along with his mother's in calculating the subsidized rent, which is likely the reason the monthly rent for

an elder in a sole tenancy agreement is as high as it currently is. It was suggested that as a co-occupant of the rental premises it would be prudent for him to contribute financially on a monthly basis towards the payment of the rental arrears and monthly rent. The respondent's representative was also reminded that should consistent efforts not be made to resolve these arrears his mother is seriously at risk of losing her home, which means that he loses his home as well. It was agreed at hearing by all parties that nobody really wants to evict the respondent, but someone has to step up and ensure that the terms of the tenancy agreement respecting payment of monthly rent are met and the rental arrears are paid.

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 rent and has accumulated rental arrears in the amount of \$16,758.16. I am satisfied that Rental Officer Order Number 20-13496 remains enforceable by filing it with the Clerk of the Supreme Court of the Northwest Territories by August 31, 2018, and that it orders payment for an amount more than sufficient to account for the current balance of rental arrears. As such, a new order for payment of rental arrears is unnecessary.

It was agreed at hearing that the imposition of an order to pay \$1,665 of the rental arrears in minimum monthly installments of \$100 starting in March 2017 would be appropriate. It was understood by the respondent's representative that the \$100 per month would be in addition to the monthly assessed rent.

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 that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, it was agreed by those present at the hearing that under the circumstances the termination and eviction should be conditional on the successful payment of the minimum monthly installments and monthly rent on time.

Orders

An order will issue: requiring the respondent to pay her rent on time in the future; requiring the respondent to pay minimum monthly installments of \$100 starting in March 2017 and thereafter until rental arrears in the amount of \$1,665 are paid in full; terminating the tenancy agreement May 31, 2017, unless the minimum monthly installments and monthly rents for March, April, and May are paid on time; and evicting the respondent from the rental premises June 1, 2017, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer