

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

**JB**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 16, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Ulukhaktok, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>FG, representing the applicant SJ, representing the applicant JB, respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 16, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by UHA on behalf of the NTHC as the applicant/landlord against JB as the respondent/tenant was filed by the Rental Office October 18, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for November 13, 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 16, 2017, in Ulukhaktok, Northwest Territories. The rental officer appeared by telephone. FG and Sadie Joyce appeared representing the applicant. JB appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing two different residential tenancy agreements for subsidized public housing. The first was a joint tenancy agreement with JB and EB; the second was a sole tenancy agreement with JB. Both agreements were for the same rental premises. The joint tenancy agreement ended when the sole tenancy agreement began April 1, 2012. I am satisfied a sole tenancy agreement is currently in place between the applicant and respondent to this application in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The tenant ledger cards entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the rent account for the joint tenancy. As the joint tenancy agreement ended March 31, 2012, (nearly five years ago) the application for an order for payment of rental arrears accumulated to that point is well outside the six-month time limitation set out under section 68 of the Act. The application for payment of the joint tenancy agreement rental arrears amounting to \$6,045.73 is denied.

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's sole tenancy. All rents have been assessed subsidies based on reported household income. The monthly rent is currently assessed at \$555. The last three payments received against the respondent's rent account were recorded: February 7, 2017, in the amount of \$555; January 9, 2017, in the amount of \$300; and December 13, 2016, in the amount of \$400.

The respondent did not dispute either the landlord's accounting or the total amount of rental arrears claimed. The parties acknowledged an agreement to pay that was entered into November 14, 2016. The respondent had agreed to pay \$426 per month towards her rental arrears in addition to her monthly assessed rent. To date she has failed to honour the agreement to pay. The respondent confirmed that she could afford to pay the additional \$426 per month and just wanted to get her account cleared up. Her assertion seems to contradict her pattern of behaviour as evidenced by the payments received against the rent account.

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 and has accumulated rental arrears in the amount of \$14,947.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The parties agreed at hearing to a conditional termination and eviction dependent on the respondent paying at least \$1,278 (\$426 agreement to pay x 3 months) towards her rental arrears and paying the rents for March, April, and May on time. I am satisfied this proposal is reasonable and appropriate.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$14,947; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement May 31, 2017, unless at least \$1,278 is paid towards the rental arrears and the rents for March, April, and May are paid on time; evicting the respondent from the rental premises June 1, 2017, if the termination of the tenancy becomes effective.

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Adelle Guigon  
Rental Officer