

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

LGT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2017

Place of the Hearing: Tuktoyaktuk, Northwest Territories

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

Date of Decision: March 7, 2017

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against LGT as the respondent/tenant was filed by the Rental Office November 18, 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 November 28, 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, and conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for March 7, 2017, in Tuktoyaktuk, Northwest Territories. The rental officer appeared by telephone. LP appeared representing the applicant. LGT appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing January 18, 2010. 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 and lease ledger 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. The current rent is assessed at \$140 per month. The last payment received against the respondent's rent account was recorded January 29, 2017, in the amount of \$170.

The respondent did not dispute the accuracy of the landlord's accounting. The respondent acknowledged her failure to pay the full amount of her rent when due and accepted responsibility for the accumulated rental arrears. She indicated an expectation to be able to pay at least \$100 per month towards her rental arrears in addition to her monthly assessed rent.

I am satisfied the lease balance statement and lease ledger 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 \$835.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay her rent and the amount of accumulated rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The parties agreed that conditional termination and eviction dependent on the payment of at least \$300 towards the rental arrears and the monthly rents being paid on time is appropriate.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$835; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement June 30, 2017, unless at least \$300 is paid towards the rental arrears and the rents for April, May, and June are paid on time; and evicting the respondent from the rental premises July 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer