

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

SCR

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
SCR, 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 SCR 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.

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

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing November 1, 2011. 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 and the current monthly rent is assessed at \$1,155. The last three payments received against the respondent's rent account were recorded: January 27, 2017, in the amount of \$70; December 28, 2016, in the amount of \$70; and November 28, 2016, in the amount of \$70.

The respondent did not dispute the accuracy of the landlord's accounting. She testified she has not been able to afford the currently assessed amount of rent. The rent subsidies are now calculated annually by the landlord based on the tenant's household income as reported in their income tax returns for the prior tax year. The respondent was encouraged to notify the landlord if there have been any significant changes to the household income since the rent was last assessed.

I am satisfied the lease balance statement and lease ledger accurately represent 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 \$8,332.

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 accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The parties agreed a conditional termination and eviction dependent only on the respondent paying the full amount of her rent on time would be reasonable in light of the applicant having avenues of enforcement for the payment of the rental arrears.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$8,332; requiring the respondent to pay her future rent on time; terminating the tenancy agreement June 30, 2017, unless the rents for April, May, and June are paid on time; and evicting the respondent from the rental premises on July 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer