

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

**LP**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 7, 2017

**Place of the Hearing:** Tuktoyaktuk, Northwest Territories

**Appearances at Hearing:** LP(A), representing the applicant  
LP, 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 LP 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(A) appeared representing the applicant. LP appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 1, 2015. 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 and are currently assessed at \$70 per month. The last three payments made against the account were recorded: March 2, 2017, in the amount of \$600; February 13, 2017, in the amount of \$100; and January 31, 2017, in the amount of \$100.

The respondent did not dispute the applicant's claims either that she had been repeatedly late paying her rent or that she had accumulated rental arrears. The respondent accepted responsibility for her debt and indicated she could pay at least \$150 to \$200 bi-weekly towards her monthly rent and the arrears going forward.

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 \$1,847.05.

*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 on the respondent paying at least \$1,200 against the rental arrears and paying the rents for April, May, and June on time was appropriate.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$1,847.05; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement June 30, 2017, unless at least \$1,200 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.

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Adelle Guigon  
Rental Officer