

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

**NM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 29, 2017

**Place of the Hearing:** Fort Liard, Northwest Territories

**Appearances at Hearing:** BH, representing the applicant

**Date of Decision:** March 29, 2017

**REASONS FOR DECISION**

An application to a rental officer made by NTHC as the applicant/landlord against NM as the respondent/tenant was filed by the Rental Office December 9, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The applicant personally served the filed application on the respondent January 6, 2017.

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, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 29, 2017, in Fort Liard, Northwest Territories. The rental officer appeared by telephone. BH appeared by telephone representing the applicant. NM was served notice of the hearing by registered mail signed for March 14, 2017. The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing in March 2010. The most recent written tenancy agreement signed by both parties was entered into under the applicant's Home Ownership Entry Level Program (HELP) commencing April 1, 2015. HELP provides for monthly rent to be subsidized. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

*Rental arrears*

The lease balance statements 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 subsidized in accordance with the terms of the HELP agreement and are currently assessed at \$375 per month.

The applicant's representative testified that the last zero balance on the rent account was recorded in April 2016. However, a review of the lease balance statements does not support this conclusion. There is a balance forward entry on April 1, 2016, of \$750 which represents two months' rental arrears accumulated prior to April 2016. Between April 2016 and March 2013 the respondent has failed to pay three months' rent.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has failed to pay rent and has accumulated rental arrears in the amount of \$2,250.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's failure to pay her rent and the amount of rental arrears accumulated over time, I am satisfied termination of the tenancy agreement and eviction are justified. However, under the circumstances, I find the termination of the tenancy agreement and eviction should be conditional on the respondent's successful payment of the rental arrears in full and the payment of her future rent on time.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$2,250; requiring the respondent to pay her rent on time in the future; terminating the tenancy agreement June 30, 2017, unless the rental arrears are paid in full 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 becomes effective.

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Adelle Guigon  
Rental Officer