

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

**WJ**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 5, 2017

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

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

**Date of Decision:** April 5, 2017

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against WJ as the respondent/tenant was filed by the Rental Office January 10, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served the filed application on the respondent by registered mail signed for January 24, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had failed to pay utilities, and had accumulated rental arrears. An order was sought for payment of the rental arrears, compliance with the respondent's obligation to pay her utilities, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 5, 2017, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. CS appeared representing the applicant. WJ was sent notice of the hearing by registered mail deemed served March 23, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). 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 Act.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 14, 2014. 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 and the current rent is assessed at \$80 per moth. The last payment received against the rent account was recorded January 7, 2017, in the amount of \$80.

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 \$473.41.

### *Utilities*

Section 45(1) of the Act requires a tenant to comply with any additional obligations they have agreed to under a written tenancy agreement.

Section 8 of the written tenancy agreement specifies the tenant is obligated to pay the utility bills for the rental premises, including electricity.

The applicant's representative testified and provided evidence that over the course of the tenancy the respondent has repeatedly failed to pay her electricity bills when due. The applicant has been notified by the Northwest Territories Power Corporation (NTPC) no less than six times that the respondent was in arrears. In November 2016 the respondent's electricity arrears resulted in the installation of a load limiter on the rental premises by the NTPC.

I find the respondent has repeatedly failed to comply with her obligation to pay her utility bills.

### *Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay her rent, the amount of rental arrears accumulated, and the respondent's repeated failure to comply with her obligation to pay her utility bills, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, the termination and eviction will be conditional on the payment of rental arrears in full and the payment of monthly rents on time.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$473.41; requiring the respondent to pay her future rent on time; requiring the respondent to comply with her obligation to pay her utility bills and not to breach that obligation again; terminating the tenancy agreement July 31, 2017, unless the rental arrears are paid in full and the rents for May, June, and July are paid on time; and evicting the respondent from the rental premises August 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer