

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

JK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 12, 2017

Place of the Hearing: Ulukhaktok, Northwest Territories

Appearances at Hearing: FG, representing the applicant
SJ, representing the applicant
JK, respondent

Date of Decision: April 12, 2017

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the applicant/landlord against JK as the respondent/tenant was filed by the Rental Office November 25, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The applicant served the filed application on the respondent by registered mail signed for January 12, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears, the future rent be paid on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 12, 2017, in Ulukhaktok, Northwest Territories. FG and SJ appeared representing the applicant. JK 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 April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 based on reported household income and are currently assessed at \$325 per month. The last three payments received against the respondent's rent account were recorded: March 23, 2017, in the amount of \$2,000; January 27, 2017, in the amount of \$1,000; and November 10, 2016, in the amount of \$500.

The respondent did not dispute the accuracy of the landlord's accounting, accepting responsibility for the debt and acknowledging her obligation to pay the full amount of rent every month.

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 the full amount of her rent when due and has accumulated substantial rental arrears in the amount of \$4,865.28.

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. By agreement with the applicant's representatives, the termination and eviction will be conditional on the respondent paying at least \$2,500 towards the rental arrears by July 31, 2017, and paying her monthly rent on time.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$4,865.28; requiring the respondent to pay her future rent on time; terminating the tenancy agreement July 31, 2017, unless at least \$2,500 is paid towards the rental arrears 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.

Adelle Guigon
Rental Officer