

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

**KK**

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

**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 KK 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 11, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, that future rent be paid on time, for payment of costs for repairs, 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. KK was served notice of the hearing by registered mail signed for March 29, 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 evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 6, 2012. I am satisfied a valid tenancy agreement is in place 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 based on reported household income and are currently assessed at \$70 per month. Between December 2012 and December 2015 the respondent failed to pay the full amount of rent when due for 28 months or approximately 77% of the time. An improvement has been seen since December 2015, where the respondent has failed to pay the full amount of rent when due for six months or approximately 35% of the time.

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 rent when due and has accumulated rental arrears in the amount of \$1,297.74.

### *Damages*

The applicant had applied for outstanding costs for repairs of damages to the rental premises, however, since filing the application the respondent has resolved those arrears. The applicant's representative withdrew the request for an order to pay for costs of repairs.

### *Termination of the tenancy agreement*

In consideration of the respondent's repeated failure to pay her rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, I am in agreement with the applicant's representative that a conditional termination and eviction order dependent on the respondent paying the rental arrears in full and paying her future rent on time is reasonable and appropriate.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$1,297.74; requiring the respondent to pay her future rent on time; 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