

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

JN

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
JN, 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 JN 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, that 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. JN appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 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 received against the respondent's rent account. All rents have been subsidized based on reported household income and are currently assessed at \$140 per month. The last four payments received against the account were recorded: March 1, 2017, in the amount of \$140; February 7, 2017, in the amount of \$140; January 25, 2017, in the amount of \$140; and February 15, 2016, in the amount of \$140.

The respondent did not dispute landlord's accounting, accepting responsibility for the debt and acknowledging his obligation to ensure the rent is paid in full and on time. The respondent indicated he could commit to paying at least \$150 per month in addition to his monthly assessed rent towards the rental arrears. The applicant's representatives were agreeable to the imposition of a minimum monthly installment plan into an order for payment of the rental arrears.

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 his rent when due and has accumulated rental arrears in the amount of \$4,398.79.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay his 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 the minimum monthly installments and monthly rents on time.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$4,398.79 in minimum monthly installments of \$150 starting in May and thereafter until the rental arrears are paid in full; requiring the respondent to pay his future rent on time; terminating the tenancy agreement July 31, 2017, unless the minimum monthly installments and 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