

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

GK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 12, 2017
<u>Place of the Hearing:</u>	Ulukhaktok, Northwest Territories
<u>Appearances at Hearing:</u>	FG, representing the applicant SJ, representing the applicant GK, respondent
<u>Date of Decision:</u>	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 GK 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 and had accumulated rental arrears. An order was sought for payment of the 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. GK appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing June 13, 2015. 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. Although the respondent is in a subsidized public housing tenancy, the respondent's household income exceeds the income threshold to be eligible for rent subsidies, therefore, the rent has been assessed maximum monthly amount of \$1,445. There have been several months during the

tenancy when rents were not paid, the most recent period being between September 2016 and March 2017. What payments were received rarely amounted to the full amount of rent due for that month. The last four payments received against the rent account were recorded: April 7, 2017, in the amount of \$1,000; March 31, 2017, in the amount of \$1,000; March 24, 2017, in the amount of \$800; and March 10, 2017, in the amount of \$1,000.

The respondent did not dispute the accuracy of the landlord's accounting, accepting responsibility for the debt claimed and acknowledging his failure to comply with his obligation to pay the full amount of rent when due. The respondent committed to making monthly payments of \$1,500 towards his rental arrears in addition to his monthly assessed rent. The applicant's representative was agreeable to imposing a minimum monthly installment plan into an order to pay 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 and has accumulated rental arrears in the amount of \$12,979.

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 between the parties, the termination of the tenancy agreement 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 \$12,979 in minimum monthly installments of \$1,500 starting in May 2017 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