

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

**SA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 20, 2017

**Place of the Hearing:** Hay River, Northwest Territories

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

**Date of Decision:** April 20, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against SA as the respondent/tenant was filed by the Rental Office January 11, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent January 27, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, had failed to comply with a rental officer order, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 20, 2017, in Hay River, Northwest Territories. The Rental Officer appeared by telephone. AS appeared representing the applicant. SA was sent notice of the hearing by registered mail deemed served April 7, 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 under the applicant's Homeownership Entry Level Program (HELP) commencing April 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order Number 10-14823 dated October 15, 2015, required the respondent to pay rental arrears in the amount of \$450, to pay costs of repairs in the amount of \$98.14, and to pay her rent on time in the future.

### *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 and are currently assessed under the HELP at \$400 per month. Payments received since the last rental officer order were applied first to the rental arrears and then to the monthly rent, effectively carrying forward the balance of rental arrears. Since the last rental officer order the only month for which the rent was not paid in full was December 2016.

I am satisfied the respondent has failed to pay the full amount of rent when due. I find the respondent has failed to comply with a rental officer order to pay her future rent on time. I find the respondent has accumulated rental arrears in the amount of \$450.

### *Damages*

The applicant's representative testified and provided evidence establishing that the smoke detector and CO2 detector had both been removed from the rental premises by the respondent and/or persons she permitted in the rental premises. I find the respondent liable for the costs to replace both detectors in the total amount of \$74.90.

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

In consideration of the respondent's current personal circumstances, the applicant's representative withdrew his request for an eviction order, indicating he would be satisfied with an order to terminate the tenancy agreement conditional on whether or not the respondent paid the rental arrears in full and the monthly rents on time. Under the circumstances and in light of the respondent's failure to pay her rental arrears, failure to comply with a rental officer order to pay her future rent on time, and the relatively small amount of rental arrears accumulated, I am satisfied a conditional termination order is justified as requested by the applicant's representative.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$450;
- requiring the respondent to pay her rent on time in the future;
- requiring the respondent to pay for costs of repairs in the amount of \$74.90; and
- 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.

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Adelle Guigon  
Rental Officer