

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

AD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 25, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RB, representing the applicant
AD, respondent

Date of Decision: April 25, 2017

REASONS FOR DECISION

An application to a rental officer made by YDFNHD on behalf of the NTHC as the applicant/landlord against AD as the respondent/tenant was filed by the Rental Office January 27, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in N'Dilo, Yellowknife, Northwest Territories. The filed application was personally served on the respondent February 13, 2017.

The applicant alleged the respondent had failed to comply with a rental officer order to pay rental arrears in minimum monthly installments, had repeatedly failed to pay rent, and had accumulated rental arrears. An order was sought to rescind paragraph 1 of Rental Officer Order Number 10-11585, for the respondent to pay the rental arrears, that future rent be paid on time, conditional termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 25, 2017, in Yellowknife, Northwest Territories. RB appeared representing the applicant. AD 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 February 1, 2009. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 10-11585 dated August 25, 2010, required the respondent to pay rental arrears in the amount of \$9,396.87 in minimum monthly installments of \$100 starting in August 2010, and to pay future rent on time.

Rental arrears

The lease balance statements, customer aged detail, and tenant ledger cards entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account since commencement of the tenancy. All rents appear to have been subsidized and are currently assessed at \$150 per month. Of the 28 months from January 2015 to April 2017 no payments or insufficient payments were received for 19 months' rent.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging and accepting responsibility for the claimed debt. He indicated he has attempted to obtain income support, but difficulties have arisen during the process.

The applicant's representative clarified that the landlord would like to see the respondent come in to the office on a regular monthly basis to make payments at least covering the amount of subsidized rent. To my mind this is not an unreasonable request, and in fact it is the respondent's obligation as a tenant.

I am satisfied the lease balance statements, customer aged detail, and tenant ledger cards accurately reflect the current status of the respondent's rent account. There are two charges included in the balance described as being for tenant damages in the total amount of \$204.73 which have not been paid. The charges originate from February and March 2013 and no evidence was presented to support them. The account balance will be amended to deduct those tenant damages charges. I find the respondent has repeatedly failed to comply with a rental officer order to pay minimum monthly installments. I find the respondent has repeatedly failed to pay rent. I find the respondent has repeatedly failed to comply with a rental officer order to pay future rent on time. I find the respondent has accumulated rental arrears in the amount of \$22,940.97.

Termination of the tenancy agreement and eviction

The applicant requested an order for conditional termination of the tenancy agreement and eviction. The applicant's representative reiterated that the landlord simply wanted the respondent to comply with his obligation to pay his rent on time, but could not ignore the substantial amount of rental arrears which have accumulated during the tenancy. I am in agreement with the applicant. The repeated failure of the respondent to comply with his obligations to pay his rent in full and on time, and the substantial amount of rental arrears, cannot be ignored and do justify termination of the tenancy agreement and eviction. Under the circumstances and in consideration of the applicant's expressed wishes, I am prepared to grant conditional termination and eviction dependent on the respondent paying his future rent on time.

Orders

An order will issue:

- rescinding paragraph 1 of Rental Officer Order Number 10-11585 and requiring the respondent to pay rental arrears in the amount of \$22,940.97;
- requiring the respondent to pay his future rent on time;
- terminating the tenancy agreement October 31, 2017, unless the monthly rents for May to October 2017 are paid on time; and
- evicting the respondent from the rental premises November 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer