

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

ER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 26, 2017

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the applicant

Date of Decision: April 26, 2017

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against ER as the respondent/tenant was filed by the Rental Office February 7, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was sent to the respondent by registered mail deemed served February 28, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

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, for termination of the tenancy agreement, for eviction, and for compensation for use and occupation of the rental premises.

A hearing was scheduled for April 26, 2017, in Fort McPherson, Northwest Territories. The Rental Officer appeared by telephone. SW appeared representing the applicant. ER was sent notice of the hearing by registered mail deemed served April 14, 2017, pursuant to section 71(5) of the Act and was left a detailed voice mail on April 22, 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 Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 5, 2007. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 20-9778 dated November 29, 2007, required the respondent to pay rental arrears in the amount of \$849.38 and to pay her future rent on time.

Rental Officer Order Number 20-12755 dated May 22, 2012, required the respondent to pay rental arrears in the amount of \$22.10, to pay costs of repairs in the amount of \$390.97, and terminated the tenancy agreement June 30, 2012, unless the rental arrears and costs of repairs were paid in full.

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 at \$325 per month. At the time the application was filed, the respondent carried a balance owing of \$1,005. Since then, the respondent has successfully reduced her rental arrears to \$210.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of her rent when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$210.

Termination of the tenancy agreement and eviction

The applicant's representative requested that an order for termination of the tenancy agreement and eviction be conditional on the respondent successfully paying the remaining amount of rental arrears in full and paying her future rent on time. In light of the respondent's historical pattern of behaviour reflecting a repeated failure to pay her rent on time, while also considering the respondent's recent successful efforts to remedy the resulting rental arrears, I am satisfied the applicant's request for conditional termination and eviction are justified.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$210;
- 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 becomes effective.

Adelle Guigon
Rental Officer