

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

BR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4, 2017

Place of the Hearing: Behchoko, Northwest Territories

Appearances at Hearing: EN, representing the applicant
BR, respondent

Date of Decision: May 4, 2017

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against BR as the respondent/tenant was filed by the Rental Office February 24, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondent April 6, 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, future rent to be paid on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 4, 2017, in Behchoko, Northwest Territories. EN appeared representing the applicant. BR appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement for subsidized public housing commencing April 1, 2012. 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, lease ledgers, and statements of account 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 \$345 per month. The last four payments received against the rent account were recorded: April 20, 2017, in the amount of \$990; April 18, 2017, in the amount of \$300; February 28, 2017, in the amount of \$950; and December 16, 2016, in the amount of \$345.

The respondent did not dispute the accuracy of the landlord's accounting and accepted responsibility for the debt accumulated.

I am satisfied the lease balance statements, lease ledgers, and statements of account accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$3,745.

Termination of the tenancy agreement and eviction

The applicant's representative proposed at hearing that a conditional termination and eviction order dependent on the respondent paying a minimum set amount against the rental arrears and paying her future rent on time could be entertained. The respondent was responsive to this proposal and, with both parties referencing a payment plan agreement that was entered into in November 2016, made a commitment to pay at least \$1,872.50 against her rental arrears by the end of October 2016.

In consideration of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, and in consideration of the proposal agreed to by the parties, I am satisfied conditional termination and eviction dependent on the respondent paying at least \$1,872.50 against her rental arrears and paying her future rent on time is both justified and reasonable.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$3,745;
- requiring the respondent to pay her future rent on time;
- terminating the tenancy agreement October 31, 2017, unless at least \$1,872.50 is paid to the rental arrears and the rents for June to October 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