

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

KLW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 4, 2017
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	EN, representing the applicant KLW, respondent
<u>Date of Decision:</u>	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 KLW 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 10, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of 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. KLW appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing November 19, 2014. 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 ledger, 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 \$75 per month. No payments were received in the months of April to July 2015, September 2015 to February 2016, April to August 2016, October 2016, December 2016, and January 2017.

The respondent did not dispute the accuracy of the landlord's accounting, accepting responsibility for the accumulated debt. The respondent has made recent successful efforts to reduce the rental arrears and has paid his rent on time since February 2017.

I am satisfied the lease balance statements, lease ledger, and statements of account 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 \$650.

Termination of the tenancy agreement and eviction

The applicant's representative proposed a conditional termination of the tenancy agreement and eviction dependent on the respondent paying the rental arrears in full and paying his future rent on time. The respondent was receptive to this proposal and made a commitment to comply with such terms. In consideration of the respondent's repeated failure to pay his rent and the amount of rental arrears accumulated balanced against the respondent's recent efforts to resolve the arrears and pay his rent on time, I am satisfied the proposed conditional termination and eviction orders are both justified and reasonable.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$650;
- requiring the respondent to pay his future rent on time;
- terminating the tenancy agreement October 31, 2017, unless the rental arrears are paid in full 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 becomes effective.

Adelle Guigon
Rental Officer