

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

**SAC**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 13, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>BL, representing the applicant TM, representing the applicant SAC, respondent</b>
<b><u>Date of Decision:</u></b>	<b>June 13, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against SAC as the respondent/tenant was filed by the Rental Office February 24, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondent April 4, 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, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 13, 2017, in Behchoko, Northwest Territories. BL and TM appeared representing the applicant. SAC appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for market rental housing commencing December 4, 2014. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The lease balance statements and lease ledgers entered into evidence represent the landlord's accounting of monthly rents and payments received against the respondent's rent account. The rent was established at \$1,230 per month. No payments or insufficient payments were received in 11 of the last 18 months.

The respondent did not dispute either the landlord's accounting or the amount of rental arrears claimed. The respondent acknowledged and accepted responsibility for her debt, although she claimed she did not entirely understand that she was not in a subsidized public housing program tenancy agreement. The respondent explained that she wasn't working for a time, employment insurance being her only income, but obtained full-time employment starting in April 2017. She expects to be able to pay the full amount of her rent in full each month, and committed to paying at least another \$1,000 towards her rental arrears by the end of September 2017.

I am satisfied the lease balance statements and lease ledger accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent and has accumulated rental arrears in the amount of \$6,000.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeatedly failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction will be conditional on the respondent paying at least \$1,000 towards her rental arrears and paying her future rent on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$6,000;
- requiring the respondent to pay her future rent on time;
- terminating the tenancy agreement September 30, 2017, unless at least \$1,000 is paid towards the rental arrears and the rents for July, August, and September are paid on time; and
- evicting the respondent from the rental premises October 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer