

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

**SLY**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 3, 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 SLY, respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 3, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against SLY as the respondent/tenant was filed by the Rental Office June 30, 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 July 20, 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, and eviction.

A hearing was scheduled for October 3, 2017, in Behchoko. BL and TM appeared representing the applicant. SLY appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing June 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The least 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 \$75 per month. No payments were received in 13 of the last 35 months. Relatively consistent efforts to make payments in addition to the monthly rent since August 2016 have reduced the accumulated rental arrears to its current balance.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her accumulated debt and accepting responsibility for it.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent when due and has accumulated rental arrears in the amount of \$440.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's repeated failure to pay her rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representative and the respondent agreed that a conditional termination and eviction order would be a reasonable compromise given the respondent's recent successful efforts to resolve her arrears.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$440;
- requiring the respondent to pay her rent on time in the future;
- terminating the tenancy agreement January 31, 2018, unless the rental arrears are paid in full and the rents for November, December, and January are paid on time; and
- evicting the respondent from the rental premises February 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer