

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

SP

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 5, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SB, representing the applicant EN, representing the applicant SP, respondent
<u>Date of Decision:</u>	December 5, 2017

REASONS FOR DECISION

An application to a rental officer made by LHA on behalf of the NTHC as the applicant/landlord against SP as the respondent/tenant was filed by the Rental Office September 13, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Lutselk'e, Northwest Territories. The filed application was served on the respondent by registered mail signed for October 29, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with previous rental officer orders. An order was sought for payment of rental arrears, payment of future rent on time, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for December 5, 2017, by three-way teleconference. SB and EN appeared representing the applicant. SP appeared as respondent.

Tenancy agreement

An implied tenancy agreement for subsidized public housing between the parties under a version of the applicant's Homeownership Entry Level Program commencing March 22, 2002, was previously established at a hearing before the Rental Officer. I am satisfied that the implied tenancy agreement for subsidized public housing remains in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 10-14159 dated September 29, 2014, required the respondent to pay rental arrears in the amount of \$2,950 and required the respondent to pay her rent on time in the future. This monetary order remains enforceable by filing it with the Supreme Court of the Northwest Territories before August 31, 2018.

Rental Officer Order Number 10-14606 dated May 19, 2015, required the respondent to pay rental arrears in the amount of \$2,100, required the respondent to pay minimum monthly installments of \$150 starting in May 2015 towards rental arrears totalling \$5,050, required the respondent to pay her rent on time in the future, and terminated the tenancy agreement July 31, 2015, unless the minimum monthly installments and rents were paid on time. This monetary order remains enforceable by filing it with the Supreme Court of the Northwest Territories before August 31, 2018.

Rental Officer Order Number 10-14949 dated March 1, 2016, rescinded the previous order to pay minimum monthly installments, required the respondent to pay rental arrears accumulated since the last rental officer order in the amount of \$1,800, terminated the tenancy agreement April 30, 2016, unless \$4,200 was paid towards the total rental arrears of \$6,850, and evicting the respondent from the rental premises May 1, 2016, if the termination of the tenancy agreement became effective. This monetary order remains enforceable by filing it with the Supreme Court of the Northwest Territories before February 19, 2019.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized and are currently assessed at \$300 per month. Since the last Rental Officer order was issued, no payments or insufficient payments were received in 16 out of 22 months.

The parties agreed that a payment plan had been entered into for the respondent to pay \$225 every two weeks towards the rent and rental arrears starting in March 2017. The respondent successfully made the agreed upon payments in March, April, May, and July. One payment of \$225 was made in June, and no payments have been made since July 24th.

The respondent testified that she had made arrangements for her employer to deduct the agreed-upon payments from her paycheques to pay directly to the applicant starting in August. She claims she was unaware that the deductions were not being made, citing this ignorance due to no longer receiving formal pay stubs from her employer since her pay is directly deposited to her bank account. It was pointed out that as the tenant she is solely responsible for ensuring the rent is getting paid as agreed, and she could have verified whether or not the deductions were being made by her employer by checking her bank statements.

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 rent and has accumulated rental arrears in the total amount of \$10,667.07. This total includes amounts of rental arrears previously ordered paid. Given the three previous orders remain enforceable, today's order to pay will account only for the rental arrears that have accumulated since the last rental officer order was issued.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, and there being no substantive change to the circumstances surrounding this tenancy, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representatives expressed a preparedness to work with the respondent, and suggested that a conditional termination and eviction order for the end of March would be reasonable. The termination and eviction will be conditional on the payment in full of the total amount of accumulated rental arrears and payment of future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$3,817.07;
- requiring the respondent to pay her rent on time in the future;

- terminating the tenancy agreement March 31, 2018, unless the total rental arrears of \$10,667.07 are paid in full and the rents for January, February, and March are paid on time; and
- evicting the respondent from the rental premises on April 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer