

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

**FJ**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2017

**Place of the Hearing:** Tuktoyaktuk, Northwest Territories

**Appearances at Hearing:** LP, representing the applicant  
FJ, respondent

**Date of Decision:** December 13, 2017

**REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against FJ as the respondent/tenant was filed by the Rental Office September 22, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the respondent October 17, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with a rental officer order. An order was sought for payment of rental arrears and termination of the tenancy agreement.

A hearing was scheduled for December 13, 2017, in Tuktoyaktuk. LP appeared representing the applicant. FJ 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 14, 1991. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Previous orders*

Rental Officer Order Number 20-11375 dated April 15, 2010, required the respondent to pay rental arrears in the amount of \$1,815.53, required the respondent to pay his future rent on time, and terminated the tenancy agreement April 30, 2010, unless the rental arrears were paid in full.

Rental Officer Order Number 20-14122 dated September 19, 2014, required the respondent to pay rental arrears in the amount of \$2,004 and terminated the tenancy agreement November 30, 2014, unless the rental arrears were paid in full and the rents for October and November were paid on time.

Rental Officer Order Number 20-15099 dated June 16, 2016, required the respondent to pay rental arrears in the amount of \$1,330, required the respondent to pay his future rent on time, terminated the tenancy agreement August 31, 2016, unless the rental arrears were paid in full and the rents for July and August were paid on time, and evicted the respondent from the rental premises September 1, 2016, if the termination of the tenancy became effective.

Rental Officer Order Number 15435 dated March 10, 2017, required the respondent to pay rental arrears in the amount of \$1,595, required the respondent to pay his future rent on time, terminated the tenancy agreement June 30, 2017, unless the rental arrears were paid in full and the rents for April, May, and June were paid on time, and evicted the respondent from the rental premises July 1, 2017, if the termination of the tenancy became effective.

*Rental arrears*

The lease ledgers entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. The applicant's representative acknowledged a \$300 payment recently received is not reflected in the lease ledgers provided. The lease ledger balance was amended accordingly. All rents have been subsidized and are currently assessed at \$790 per month. No payments were received in two of the last nine months (since the last rental officer order was issued).

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging his debt and accepting responsibility for it. He testified that he has been out of work, but admittedly did not make full use of resources available to him to ensure his rent was paid.

I am satisfied the amended lease ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has failed to pay his rent when due, has failed to comply with a rental officer order to pay his future rent on time, and has accumulated rental arrears in the amount of \$1,355.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to comply with his obligation to pay the full amount of his rent when due and the amount of rental arrears accumulated, I am satisfied conditional termination of the tenancy agreement and eviction are justified dependent on the respondent paying the rental arrears in full and paying his future rent on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$1,355;
- requiring the respondent to pay his rent on time in the future;
- terminating the tenancy agreement March 31, 2018, unless the rental arrears are paid in full and the rents for January, February, and March are paid on time; and
- evicting the respondent from the rental premises April 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer