

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

AM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2018

Place of the Hearing: Fort Resolution, Northwest Territories

Appearances at Hearing: MU, representing the applicant
AM, respondent

Date of Decision: March 7, 2018

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of the NTHC as the applicant/landlord against AM as the respondent/tenant was filed by the Rental Office November 20, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the respondent by registered mail signed for January 3, 2018.

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, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 7, 2018, in Fort Resolution. The Rental Officer appeared by telephone. MU appeared representing the applicant. AM appeared by telephone as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing September 2, 2003. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 10-7948 dated September 7, 2004, required the respondent to pay rental arrears in the amount of \$2,538 in minimum monthly installments of \$100 starting in October 2004 and required the respondent to pay her rent on time in the future.

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 \$150 per month. Either insufficient payments or no payments were received in three of the last 12 months of the tenancy, however, the vast majority of the claimed rental arrears were accumulated before July 2014. There do appear to have been relatively consistent efforts since July 2014 to both pay the monthly rent and make payments towards the rental arrears.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it. The respondent indicated that she has been keeping the applicant informed of her situation, and can only commit at this time to paying \$50 per month in addition to her subsidized rent.

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 the full amount of her rent when due and has accumulated rental arrears in the amount of \$39,697.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The parties agreed to a conditional termination order, without an eviction order, dependent on the respondent paying her future rent on time and complying with her commitment to make minimum monthly installments towards the rental arrears.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$39,697;
- requiring the respondent to pay her rent on time in the future; and
- terminating the tenancy agreement September 30, 2018, unless at least \$300 is paid towards the rental arrears and the rents for April to September are paid on time.

Adelle Guigon
Rental Officer