

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

**NS**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 6, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>KK, representing the applicant NS, respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 6, 2018</b>

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against NS as the respondent/tenant was filed by the Rental Office August 4, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was personally served on the respondent November 7, 2017.

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

A hearing was originally scheduled for November 8, 2017. HG appeared representing the applicant. However, upon learning the respondent had only just been served with the filed application and notice of the hearing on November 7, 2017, it was agreed that it would be unfair to proceed with the hearing as scheduled. The hearing was adjourned *sine die* and then re-scheduled for February 6, 2018, by three-way teleconference. KK appeared at that hearing representing the applicant. NS appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The respondent vacated the rental premises, effectively ending the tenancy March 31, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Rental Officer Order Number 10-14156 dated August 21, 2014, required the respondent to pay rental arrears in the amount of \$7,407 in minimum monthly installments of \$300 starting in September 2014, required the respondent to pay her future rent on time, and required the respondent to report her household income as required.

Rental Officer Order Number 10-15088 dated June 15, 2016, rescinded paragraph 1 of Rental Officer Order Number 10-14156 and required the respondent to pay rental arrears in the amount of \$30,665.73, terminated the tenancy agreement June 30, 2016, and evicted the respondent from the rental premises July 1, 2016. The termination and eviction orders were not enforced.

*Rental arrears*

The lease 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 assessed at the maximum monthly rent of \$1,625. The last payment received against the respondent's rent account that was not a garnishment under the last rental officer order was received March 31, 2015, in the amount of \$65. The security deposit of \$526.18 was retained against the accumulated rental arrears. Rental arrears accumulated since the last rental officer order amount to \$14,098.82.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her 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 accumulated rental arrears since the last rental officer order in the amount of \$14,098.82.

*Order*

An order will issue requiring the respondent to pay rental arrears in the amount of \$14,098.82.

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Adelle Guigon  
Rental Officer