

IN THE MATTER between **NTHC**, Applicant, and **IB(L)**, 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-

IB(L)

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2018

Place of the Hearing: Fort Smith

Appearances at Hearing: CS, representing the applicant
IB, respondent

Date of Decision: February 28, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against IL as the respondent/tenant was filed by the Rental Office October 5, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondent by registered mail signed for November 2, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was originally scheduled for January 11, 2018. Neither the applicant nor the respondent appeared at the hearing. The hearing was re-scheduled to February 28, 2018, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. IB appeared as respondent.

Preliminary matter

The application to a rental officer and the written tenancy agreement identify the respondent/tenant as IL. IB confirmed that at the time of entering into the tenancy agreement she went by the name IL. It was agreed to identify the respondent/tenant in the style of cause going forward as IB(L).

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing December 23, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

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 subsidized and are currently assessed at \$160 per month. Either insufficient payments or no payments were received in six of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting but did indicate that she has made an application to the landlord to re-assess her rent subsidies for September to date due to having been on employment insurance since then. She is still waiting for a reply to her request and is hopeful her rent subsidies will be adjusted retroactively. The respondent acknowledged that currently there is no change to her rent account and she accepted responsibility for the rental arrears as they are identified in the lease balance statements. She expects to apply her income tax return directly towards the accumulated rental arrears when she receives 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 and has accumulated rental arrears in the amount of \$1,632.14.

Termination of the tenancy agreement and eviction

The applicant's representative withdrew the request for termination of the tenancy agreement and eviction.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$1,632.14, and requiring the respondent to pay her future rent on time.

Adelle Guigon
Rental Officer