

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

**FR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 20, 2018

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

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

**Date of Decision:** March 20, 2018

**REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against FR as the respondent/tenant was filed by the Rental Office November 21, 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 December 12, 2017.

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

A hearing was scheduled for March 20, 2018, in Tuktoyaktuk. The Rental Officer appeared by telephone. LP appeared representing the applicant. FR was personally served notice of the hearing December 12, 2017. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 25, 2008. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous orders*

Rental Officer Order Number 20-14326 issued November 13, 2014, required the respondent to pay rental arrears in the amount of \$528 and terminated the tenancy agreement January 31, 2015, unless the rental arrears were paid in full.

Rental Officer Order Number 15391 issued February 14, 2017, required the respondent to pay rental arrears in the amount of \$7,595, required the respondent to pay her future rent on time, required the respondent to report household income as required, and terminated the tenancy agreement August 31, 2017, unless the rental arrears were paid in full and the rents for March to August were paid on time.

*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. All rents have been subsidized and are currently assessed at \$325 per month. Either insufficient payments or no payments were received in three of the last 12 months of the tenancy. The current balance of rental arrears has accumulated since the last rental officer order was issued.

I am satisfied the lease ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent in full when due, the respondent has failed to comply with a rental officer order to pay her future rent on time, and the respondent has accumulated rental arrears in the amount of \$1,608.26.

*Termination of the tenancy agreement and eviction*

In light of the respondent's continued failure to pay the full amount of her rent when due and the amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, given that there does appear to be some improvement in the respondent's monthly payments since the issuance of the last rental officer order, I am satisfied it is reasonable to issue the termination and eviction orders conditional on the respondent paying the rental arrears in full and paying her future rents on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$1,608.26;
- requiring the respondent to pay her future rent on time;
- terminating the tenancy agreement June 30, 2018, unless the rental arrears are paid in full and the rents for April, May, and June are paid on time; and
- evicting the respondent from the rental premises July 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer