

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

AP

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
AP, respondent

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 AP 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 accumulated rental arrears, and had failed to comply with a rental office order to pay future rent on time. An order was sought for payment of 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. AP appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing July 18, 1994. 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 20-6329 issued October 23, 2000, required the respondent to pay rental arrears in the amount of \$4,241, required the respondent to pay costs of repairs in the amount of \$65.28, required the respondent to report the household income as required, terminated the tenancy agreement January 31, 2001, unless at least \$2,574.28 was paid to the rental arrears and the household income was reported.

Rental Officer Order Number 20-14329 issued November 13, 2014, required the respondent to pay rental arrears in the amount of \$5,614.84 in minimum monthly installments of \$100 starting in November 2014, and required the respondent to pay her rent on time in the future.

Rental Officer Order Number 20-15009 issued March 3, 2016, terminated the tenancy agreement March 31, 2016, unless at least \$1,850 was paid to the rental arrears.

Rental Officer Order Number 15390 issued February 14, 2017, required the respondent to pay rental arrears in the amount of \$11,994.84, required the respondent to pay her future rent on time, 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 the maximum monthly rent of \$1,445 due to the household income exceeding the income threshold to be eligible for subsidies. Either insufficient amounts or no payments have been made in 11 of the last 12 months of the tenancy. The current balance of rental arrears have been accumulated since the last rental officer order was issued.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it. She indicated she believes she has \$1,000 somewhere at home that she can put towards the rental arrears. The respondent admitted that she often forgot to pay the rent, and that she has not been receiving financial support from her adult children living with her. She committed to making more substantial efforts going forward to make sure the rent gets paid, including holding her adult children accountable to her to help pay the rent. The respondent also committed to paying \$150 per month towards the rental arrears in addition to the monthly rent. The applicant's representative agreed to incorporating a minimum monthly installment plan into an order to pay the rental arrears.

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 the rent, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$15,506.74.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be conditional on the respondent paying the minimum monthly installments and rents on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$15,506.74 in minimum monthly installments of \$150 starting in April 2018;
- requiring the respondent to pay her rent on time in the future;
- terminating the tenancy agreement June 30, 2018, unless the minimum monthly installments and 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.

Adelle Guigon
Rental Officer