

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

HF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 17, 2018

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the applicant

Date of Decision: April 17, 2018

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against HF as the respondent/tenant was filed by the Rental Office December 1, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the respondent by registered mail signed for December 19, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent in full when due and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 17, 2018, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the applicant. HF was served notice of the hearing by registered mail signed for December 19, 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 February 11, 2013. I am satisfied a valid tenancy agreement is in place in accordance with 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 \$555 per month. Either insufficient payments or no payments have been received in nine of the last 12 months of the tenancy.

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 rent when due and has accumulated rental arrears in the amount of \$2,798.52.

Call-out costs

On February 24, 2018, at approximately 6:30 p.m., the respondent called the applicant's after-hours number requesting to be let into her rental premises after locking herself out. The applicant's after-hours on-call staff attended the rental premises and let the respondent back in. The applicant then charged the respondent a \$50 flat rate for the after-hours call out, as specified in their policies.

I am satisfied the respondent is liable for the costs associated with facilitate an after-hours call-out in the amount of \$50.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay rent when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified, 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 \$2,798.52;
- requiring the respondent to pay her future rent on time;
- requiring the respondent to pay costs for an after-hours call-out in the amount of \$50;
- terminating the tenancy agreement July 31, 2018, unless the rental arrears are paid in full and the rents for May, June, and July are paid on time; and
- evicting the respondent from the rental premises August 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer