

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

EBS

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
EBS, respondent

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 EBS 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 personally served on the respondent January 30, 2018.

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

A hearing was scheduled for April 17, 2018, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the applicant. EBS appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing May 10, 1996. 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 20-11533 issued June 29, 2010, required the respondent to pay rental arrears in the amount of \$494, required the respondent to pay her future rent on time, and terminated the tenancy agreement July 15, 2010, unless the rental arrears were paid in full.

Rental Officer Order Number 20-14299 issued October 16, 2014, required the respondent to pay rental arrears in the amount of \$2,510 in minimum monthly installments of \$100 starting in November 2014, required the respondent to pay her future rent on time, and terminated the tenancy agreement March 31, 2015, unless the minimum monthly installments and rents for November 2014 to March 2015 were paid on time.

Rental Officer Order Number 15323 issued November 22, 2016, required the respondent to pay rental arrears in the amount of \$448, required the respondent to pay future rent on time, and terminated the tenancy agreement February 28, 2017, unless the rental arrears were paid in full and the rents for December, January, and February were paid on time.

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 were received in 11 of the last 12 months of the tenancy. An agreement to pay rental arrears was entered into by the parties on April 5, 2018, in which the respondent agreed to pay \$145 per month in addition to her monthly assessed rent to go towards the rental arrears.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt, accepting responsibility for it, and confirming the payment plan agreement she entered into.

I am satisfied the lease balance statement accurately reflects 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 failed to comply with a rental officer order to pay future rent on time, and the respondent accumulated rental arrears in the amount of \$3,082.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent and the amount of rental arrears accumulated, balanced against the respondent entering into a payment plan directly with the applicant, I am satisfied that conditional termination and eviction orders are justified dependent on the respondent paying a portion of the rental arrears equivalent to the payment plan agreement and paying her future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$3,082;
- requiring the respondent to pay her future rent on time;
- terminating the tenancy agreement July 31, 2018, unless at least \$435 is paid towards the rental arrears 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