

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

**EA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 4, 2018

**Place of the Hearing:** Fort Simpson, Northwest Territories

**Appearances at Hearing:** KK, representing the applicant  
EA, respondent

**Date of Decision:** April 4, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against EA as the respondent/tenant was filed by the Rental Office December 6, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the respondent by registered mail and confirmed received by the respondent January 17, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to report household income as required. An order was sought for payment of the rental arrears, compliance with the respondent's obligation to report her household income as required, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 4, 2018, in Fort Simpson. KK appeared representing the applicant. EA appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears and reporting of household income*

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 now been subsidized based on reported household income and are currently assessed at \$80 per month. Either insufficient payments or no payments were received in nine of the last 12 months of the tenancy.

Due to the respondent having reported their household income since filing of the application to a rental officer, the applicant's representative withdrew their request for an order requiring the respondent to comply with their obligation to report household income as required.

The lease balance statement included a carried forward amount of \$16,167 on April 1, 2012, for which there was no evidence to support either what it was for or if it was the respondent's liability. The carried forward amount was deducted from the lease balance statement.

The lease balance statement included two charges for tenant damages totalling \$282.63 for which there was no supporting evidence. These tenant damage charges were deducted from the lease balance statement.

I am satisfied the amended the lease balance statement accurately reflects rental arrears accumulated since April 1, 2012. I find the respondent has repeatedly failed to pay rent in full when due and has accumulated rental arrears in the amount of \$13,067.

*Termination of the tenancy agreement and eviction*

The applicant's representative withdrew their request for termination of the tenancy agreement and eviction, seeking instead an order for future rent to be paid on time.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$13,067 and requiring the respondent to pay her future rent on time.

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Adelle Guigon  
Rental Officer