

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

WM

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

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 WM 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 signed for January 8, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent 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 April 4, 2018, in Fort Simpson. KK appeared representing the applicant. WM was served notice of the hearing by registered mail signed for January 8, 2018. 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 April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-14767 issued July 28, 2015, required the respondent to pay rental arrears in the amount of \$7,996.04 in minimum monthly installments of \$25 starting in August 2015, required the respondent to pay his future rent on time, and terminated the tenancy agreement January 31, 2016, unless the minimum monthly installments and rents for April to January were paid on time.

Rental Officer Order Number 10-14920 issued December 10, 2015, required the respondent to report his household income as required under the tenancy agreement.

Rental Officer Order Number 10-15086 issued June 13, 2016, rescinded paragraph 1 of Rental Officer Order Number 10-14767, required the respondent to pay rental arrears in the amount of \$8,293.04, required the respondent to pay his future rent on time, terminated the tenancy agreement September 30, 2016, unless at least \$4,000 was paid towards the rental arrears and the rents for July, August, and September were paid on time, and evicted the respondent from the rental premises October 1, 2016, if the termination of the tenancy agreement became effective. The applicant did not enforce the termination and eviction orders. The order for payment of rental arrears remains enforceable until June 2019.

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 \$80 per month. Either insufficient payments or no payments were made in eight 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 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 \$9,208. Of that amount, \$914.96 has accumulated since the last rental officer order was issued.

Termination of the tenancy agreement and eviction

In light of the respondent's continued failure to pay his rent when due and the substantial amount of subsidized rental arrears accumulated – both in total and since the last rental officer order was issued – I am satisfied termination of the tenancy agreement and eviction is justified. By agreement with the applicant's representative, the termination of the tenancy agreement and eviction will be conditional on the respondent paying at least \$300 towards the

rental arrears and paying his future rent on time. At hearing I miss-spoke and identified the termination date as June 30, 2018, and the eviction date as July 1, 2018. The intent was to provide the respondent with three months to show he could make payments towards his rental arrears and pay his rent on time. The correct termination and eviction dates should be July 31, 2018, and August 1, 2018, respectively, and the order will reflect these dates.

Orders

An order will issue:

- requiring the respondent to pay rental arrears accumulated since the last rental officer order in the amount of \$914.96;
- requiring the respondent to pay his future rent on time;
- terminating the tenancy agreement July 31, 2018, unless at least \$300 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