

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

**MM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 18, 2018

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

**Appearances at Hearing:** CS, representing the applicant

**Date of Decision:** April 18, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against MM as the respondent/tenant was filed by the Rental Office December 15, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent to the respondent by registered mail deemed served January 25, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act)..

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 18, 2018, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. MM was sent notice of the hearing by registered mail deemed served January 25, 2018, pursuant to subsection 71(5) of the Act. 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 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 August 14, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The lease balance statement entered into evidence represents 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 \$160 per month. Either insufficient payments or no payments were received in six of the last 12 months of the tenancy.

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 the full amount of rent when due and has accumulated rental arrears in the amount of \$240.

*Damages*

The applicant's representative withdrew their request for payment of outstanding costs of repairs in light of the costs having been paid in full.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay the rent on time, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, the termination and eviction orders will be conditional on the respondent paying the rental arrears in full and paying his future rent on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$240;
- requiring the respondent to pay his future rent on time;
- 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.

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Adelle Guigon  
Rental Officer