

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

**SG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 5, 2018

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

**Appearances at Hearing:** KK, representing the applicant  
MH, representing the applicant

**Date of Decision:** April 5, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against SG as the respondent/tenant was filed by the Rental Office February 21, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was sent to the respondent by registered mail deemed served March 14, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 5, 2018, in Fort Simpson. KK and MH appeared representing the applicant. SG was sent notice of the hearing by registered mail deemed served March 14, 2018, pursuant to subsection 71(5) of the Act. An attempt to contact the respondent by telephone at the number provided on the application could not connect. No email address was provided on the application for the respondent. 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 representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 16, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous orders*

Rental Officer Order Number 10-14154 issued August 19, 2014, required the respondent to pay rental arrears in the amount of \$1,925 in minimum monthly installments of \$500 starting in September 2014, required the respondent to pay future rent on time, and required the respondent to comply with her obligation to report her household income as required under the written tenancy agreement.

Rental Officer Order Number 10-14657 issued June 17, 2015, required the respondent to pay rental arrears in the amount of \$6,175, and required the respondent to comply with her obligation to report her household income as required under the written tenancy agreement and not to breach that obligation again.

Rental Officer Order Number 10-15082 issued June 13, 2016, required the respondent to pay rental arrears in the amount of \$2,574.09, terminated the tenancy agreement June 30, 2016, and evicted the respondent from the rental premises July 1, 2016. The termination and eviction orders were not enforced by the applicant.

*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 as of February 7, 2018. The rent for February 2018 was not accounted for in the lease balance statement. All rents have been subsidized and are currently assessed at \$610 per month. Either no payments or insufficient amounts were paid in 11 of the last 12 months of the tenancy ending January 31, 2018.

The applicant's representatives indicated it was their understanding that the respondent was still working full-time and there was no apparent reason that they were aware of that the respondent should not be able to pay the full amount of her rent when due. There has been no recent communication from the respondent with the applicant, other than to make the occasional payment against her rent account.

I am satisfied the lease balance statement accurately reflects the status of the respondent's rent account as of January 31, 2018. I find the respondent has repeatedly failed to pay the full amount of rent when due, has failed to comply with a rental officer order to pay her future rent on time, and has accumulated rental arrears in the amount of \$5,034.32.

*Termination of the tenancy agreement and eviction*

In light of the respondent's historical pattern of repeatedly failing to pay her rent and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representatives agreed that the termination and eviction orders could appropriately be conditional on the respondent paying at least \$450 towards the rental arrears within three months and paying her future rent on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$5,034.32;
- requiring the respondent to pay her future rent on time;
- terminating the tenancy agreement July 31, 2018, unless at least \$450 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.

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Adelle Guigon  
Rental Officer