

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

FBI

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
FBI, respondent

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 FBI 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 served on the respondent by registered mail signed for March 12, 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, 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. FBI 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).

Previous order

Rental Officer Order Number 10-14763 issued July 29, 2015, required the respondent to pay rental arrears in the amount of \$13,439, required the respondent to pay his future rent on time, and terminated the tenancy agreement January 31, 2016, unless at least \$4,000 was paid towards the rental arrears.

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 lease balance statement does not include the rent for February 2018. All rents since May 2015 have been assessed at the maximum for the rental premises of \$1,625 per month due to the respondent's household income meeting or exceeding the income threshold to be eligible for subsidies. Either insufficient amounts or no payments were received in nine of the last 12 months of the tenancy ending January 31, 2018. The current balance of rental arrears have been accumulating since December 2016.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. He explained that he has been obligated to financially support both his own and his ex-wife's household, which has made meeting his own obligations difficult. The respondent made a commitment to pay \$900 every two weeks against his monthly rent and the rental arrears. The applicant's representatives accepted the respondent's commitment for the purposes of this hearing, but indicated the respondent would be required to attend the local housing authority office to formalize a monthly payment plan.

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 his future rent on time, and has accumulated rental arrears in the amount of \$5,125.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay his rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be conditional on the respondent paying at least \$525 towards the rental arrears and paying his future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$5,125;
- requiring the respondent to pay his future rent on time;
- terminating the tenancy agreement July 31, 2018, unless at least \$525 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