

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

MAD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 3, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JS, representing the applicant AB, representing the applicant MAD, respondent
<u>Date of Decision:</u>	May 3, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against MAD as the respondent/tenant was filed by the Rental Office January 2, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by email deemed received February 9, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for May 3, 2018, in Yellowknife. JS and AB appeared representing the applicant. MAD appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing in September 2002. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement and statements of account (rent documents) 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 \$160 per month. Either insufficient payments or no payments were received in 10 of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting of rental arrears. She did offer an explanation that when her rent subsidy was re-assessed for the 2017-2018 year from \$80 to \$160 she could not afford the increase and appealed to the applicant to re-calculate the assessed subsidy. The respondent made no payments against her rent account from July until December 2017, at which time she made a payment of \$480. Between her first request for re-assessment and the date of this hearing, the respondent's subsidy calculation was re-assessed three times, and each time it was confirmed to have been calculated correctly at \$160 per month. The respondent emphasized the low fixed-income she lives off of. She offered a commitment to pay \$40 per month towards her rental arrears in addition to her monthly rent, but could not start that payment plan until July. The respondent is anticipating that her subsidized rent will go back to \$80 in July. The applicant's representatives were agreeable to incorporating a minimum monthly payment plan into an order to pay rental arrears with a delayed start to July.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent when due and has accumulated rental arrears in the amount of \$960. An order to pay will include a minimum monthly installment plan.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement is justified. By agreement with the parties, the termination will extend to November 30, 2018, and be conditional on the respondent paying the minimum monthly installments and future rent on time. An eviction order will not issue.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$960 in minimum monthly installments of \$40 starting in July 2018;
- requiring the respondent to pay her future rent on time; and
- terminating the tenancy agreement November 30, 2018, unless the minimum monthly installments and rents for June to November are paid on time.

Adelle Guigon
Rental Officer