

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

**KB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 29, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

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

**Date of Decision:** May 29, 2018

**REASONS FOR DECISION**

An application to a rental officer made by NWHHA on behalf of the NTHC as the applicant/landlord against KB as the respondent/tenant was filed by the Rental Office January 22, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the respondent by registered mail signed for February 13, 2018.

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 29, 2018, by three-way teleconference. JBM appeared representing the applicant. KB was served notice of the hearing by registered mail signed for February 13, 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 commencing April 1, 2016. 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 rents and payments received against the respondent's rent account. Rent was established at \$1,280 per month. Monthly payments were set up by automatic electric funds transfers (EFT). Five of the last 12 EFTs were returned due to insufficient funds (NSF).

Five charges of \$10 each were applied against the respondent's rent account for the NSF EFTs. However, no evidence was presented establishing that the applicant suffered equivalent losses as a direct result of the respondent's failure to pay their rent. As such, the NSF charges totalling \$50 are denied.

I am satisfied the amended lease balance statement accurately reflects 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 \$8,150.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. On April 17, 2018, the respondent entered into an agreement to pay \$300 per month in addition to the rent starting in April 2018. By agreement with the applicant's representative, the termination and eviction will be conditional on the respondent paying at least \$1,200 towards the rental arrears and paying her future rent on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$8,150;
- requiring the respondent to pay her future rent on time;
- terminating the tenancy agreement September 30, 2018, unless at least \$1,200 is paid towards the rental arrears and the rents for June, July, August, and September are paid on time; and
- evicting the respondent from the rental premises October 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer