

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

MC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2018

Place of the Hearing: Aklavik, Northwest Territories

Appearances at Hearing: FE, representing the applicant
MRM, representing the applicant

Date of Decision: June 26, 2018

REASONS FOR DECISION

An application to a rental officer made by AHA on behalf of the NTHC as the applicant/landlord against MC as the respondent/tenant was filed by the Rental Office November 20, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Aklavik, Northwest Territories. The filed application was served on the respondent by registered mail signed for December 18, 2017.

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 March 7, 2018, in Aklavik. The Rental Officer appeared by telephone. FE and MRM appeared representing the applicant. MC was served notice of the hearing by registered mail signed for December 18, 2017. 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 for subsidized public housing commencing May 26, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The statements of account entered into evidence represent the landlord's accounting of assessed rents and payments received between February 1, 2017, and March 5, 2018. It appears that the rents for February and March 2017 were assessed at \$70 per month, the rents

for April, May, June, and December 2017 were assessed at the maximum monthly rent of \$1,445, and the rents for July to November 2017 and January to March 2018 were assessed at \$140 per month. It appears that no payments were made in eight of the months between April 2017 and March 2018.

There is a charge of \$12,375 entered in the account on March 31, 2017, for which no supporting evidence was presented. The applicant's representatives could not be sure what the charge was for. The applicant's representative assumed that since the respondent had not reported the household income for 2015 that the March 31, 2017, charge was a reversal of subsidies which had been erroneously assessed for the 2016-2017 assessment year. Given that there was no evidence presented to support that assumption, the applicant was granted an adjournment *sine die* to confirm whether or not the respondent had reported the household income for 2015, to confirm what the \$12,375 charge was for, and to provide a current lease balance statement.

Emails were sent to the applicant's representative on April 9, May 18, and June 18, 2018, to follow up on the outstanding information. The applicant was given ample opportunity to provide the required information without complying. Given that there is no evidence to support what the \$12,375 charge against the respondent is for I cannot make the assumption that it is rent and will not consider it as such. The statements of account will be amended to deduct \$12,375 from the balance.

I am satisfied the amended statements of account accurately reflect the status of the respondent's rent account as of March 5, 2018. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$5,750.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay rent and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified conditional on the respondent making a minimum payment towards the rental arrears and paying future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$5,750;
- requiring the respondent to pay rent on time in the future;
- terminating the tenancy agreement September 30, 2018, unless at least \$400 is paid towards the rental arrears and the rents for 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.

Adelle Guigon
Rental Officer