

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

**JC**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

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

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

**REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of the NTHC as the applicant/landlord against JC as the respondent/tenant was filed by the Rental Office January 29, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the respondent by registered mail signed for February 22, 2018.

The applicant alleged the respondent has repeatedly failed to pay the full amount of rent when due, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 29, 2018, in Fort Providence. The Rental Officer appeared by telephone. AG appeared representing the applicant. JC was served notice of the hearing by registered mail signed for February 22, 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 for subsidized public housing commencing October 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The lease balance statements 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 \$75 per month. Insufficient payments have been made in four of the last 12 months of the tenancy.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of her rent when due and has accumulated rental arrears in the amount of \$591.51.

*Damages*

The applicant's representative withdrew the applicant's request for payment of costs of repairs.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay his rent on time and the amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, the termination and eviction orders will be conditional on the respondent paying the rental arrears in full and paying his future rent on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$591.51;
- requiring the respondent to pay his future rent on time;
- terminating the tenancy agreement September 30, 2018, unless the rental arrears are paid in full 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