

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

BB

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
BB, respondent

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 BB 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 20, 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, 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. BB appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 20, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

Two lease balance statements were entered into evidence: one for a tenancy agreement with LB and the other for the tenancy agreement with BB. LB is the respondent's father, and the respondent had been living with his father for some time as an authorized occupant. However, the tenancy agreement with LB was a sole tenancy that ended October 19, 2017, after the applicant was notified that LB would be permanently residing in Yellowknife with his daughter going forward. That is when the applicant entered into a sole tenancy agreement with BB for the same rental premises that LB held his tenancy agreement for.

Despite being an authorized occupant with LB, BB cannot be held liable for any rental arrears accumulated under his father's tenancy agreement. Only LB can be held liable for those rental arrears accumulated under his tenancy agreement.

The lease balance statements regarding BB's tenancy agreement 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 \$345 per month. No payments were received in six of the eight months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging his debt and accepting responsibility for it. He explained that he had been unable to pay his rent due to other debts that had accumulated with his employer. Now that those debts have been resolved, the respondent committed to having the rental arrears paid in full by June 14th, and to paying his future rent on time, including for June.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent and has accumulated rental arrears in the amount of \$919.

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 his 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 \$919;
- 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.

Adelle Guigon
Rental Officer