

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

MB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 30, 2018

Place of the Hearing: Tuktoyaktuk, Northwest Territories

Appearances at Hearing: LP, representing the applicant
MB, respondent

Date of Decision: May 30, 2018

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against MB as the respondent/tenant was filed by the Rental Office February 9, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the respondent March 7, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with a rental officer order. An order was sought for payment of rental arrears, payment of future rent on time, payment of costs for repairs, and conditional termination of the tenancy agreement.

A hearing was scheduled for May 30, 2018, in Tuktoyaktuk. The Rental Officer appeared by telephone. LP appeared representing the applicant. MB 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 December 12, 2004. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 20-14328 issued November 13, 2014, required the respondent to pay rental arrears in the amount of \$5,245 in minimum monthly installments of \$100 starting in November 2014, and required the respondent to pay his future rent on time.

Rental Officer Order Number 20-15018 issued March 3, 2016, rescinded paragraph 1 of Rental Officer Order Number 20-14328 and required the respondent to pay rental arrears in the amount of \$6,180, and terminated the tenancy agreement June 30, 2016 unless the rental arrears were paid in full. This order remains enforceable until March 2019.

Rental arrears

The lease ledgers 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 \$555 per month. No rent payments were received in seven of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging his continued debt and accepting responsibility for it. He indicated that he recently applied for financial assistance through the Homelessness Assistance Fund, which he has been advised will take approximately six weeks to process. In the interim, the respondent committed to making sacrifices to ensure the rent gets paid each month and payments are made towards the rental arrears.

I am satisfied the lease ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent, has repeatedly failed to comply with a rental officer order to pay rental arrears and to pay his future rent on time, and has accumulated rental arrears since the last rental officer order was issued in the amount of \$3,325.

Damages

The lease ledgers included charges for damages occurring since the last rental officer order was issued in the amounts of \$97.85, \$285.85, and \$347.25. No evidence was presented supporting the latter two charges, so they were not considered at this hearing.

The parties agreed and evidence was presented establishing the respondent's responsibility for costs to replace two smoke detectors. They were discovered damaged on June 28, 2017. I am satisfied the respondent is responsible for the damages to the two smoke detectors and I find the respondent liable to the applicant for costs of replacing them in the amount of \$97.85.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay his rent, the respondent's repeated failure to comply with a rental officer order, and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement between the parties, 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 \$3,325;
- requiring the respondent to pay his future rent on time;
- requiring the respondent to pay costs of repairs in the amount of \$97.85;
- 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