

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

**SC**

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  
SC, 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 SC 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, had failed to comply with a rental officer order, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, and 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. SC appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 19, 2009. 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 20-7904 issued July 15, 2004, required the respondent to pay rental arrears in the amount of \$4,492.76 in minimum monthly installments of \$600 starting in August 2004, and required the respondent to pay their future rent on time.

Rental Officer Order Number 20-13495 issued July 18, 2013, required the respondent to pay rental arrears in the amount of \$11,653.44 in minimum monthly installments of \$100 starting in July 2013, and required the respondent to pay their future rent on time.

Rental Officer Order Number 20-15019 issued March 3, 2016, rescinded paragraph 1 of Rental Officer Order Number 20-13495 and required the respondent to pay rental arrears in the amount of \$9,061.21, and terminated the tenancy agreement June 30, 2016, unless the rental arrears were paid in full.

*Rental arrears*

The tenant ledger cards and lease ledgers (rent documents) 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 \$1,155 per month. Either insufficient payments or no payments were received in 10 of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of rent when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$3,530.30.

*Damages*

Since filing of the application to a rental officer, the respondent has successfully paid all outstanding costs of repairs. The applicant's representative withdrew the applicant's request for an order to pay costs of repairs.

*Termination of the tenancy agreement*

The applicant's representative withdrew the applicant's request for termination of the tenancy agreement.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$3,530.30, and requiring the respondent to pay their future rent on time.

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Adelle Guigon  
Rental Officer