

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

**NG**

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

**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 NG 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 6, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, and termination of the tenancy agreement. The request for payment of costs for repairs was withdrawn at hearing.

A hearing was scheduled for May 30, 2018, in Tuktoyaktuk. The Rental Officer appeared by telephone. LP appeared representing the applicant. NG was personally served notice of the hearing March 6, 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 April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The lease ledgers entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized and are currently assessed at \$325 per month. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

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 rent and has accumulated rental arrears in the amount of \$295.60. This amount is a substantial reduction in the balance of rental arrears from \$956.95 since filing of the application to a rental officer.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay his rent and the carrying of rental arrears since October 2016, I am satisfied that termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, and in consideration that this is the first time this respondent has been brought before a rental officer, 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 \$295.60;
- 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