

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: July 24, 2018

Place of the Hearing: Lutselk'e, Northwest Territories

Appearances at Hearing: MC, representing the applicant

Date of Decision: July 24, 2018

REASONS FOR DECISION

An application to a rental officer made by LHA on behalf of the NTHC as the applicant/landlord against SC as the respondent/tenant was filed by the Rental Office May 28, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Lutselk'e, Northwest Territories. The filed application was served on the respondent by registered mail signed for July 16, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent in full when due and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for July 24, 2018, in Lutselk'e. MC appeared representing the applicant. SC was served notice of the hearing by registered mail signed for July 16, 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 them for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-12995 issued September 24, 2012, required the respondent to pay rental arrears in the amount of \$2,071, required the respondent to pay future rent on time, and required the respondent to comply with their obligation to report household income as required.

Rental Officer Order Number 15347 issued February 9, 2017, required the respondent to pay rental arrears in the amount of \$994.99 and required the respondent to pay future rent on time. This order to date has not been enforced through the Supreme Court. It remains enforceable until February 2020.

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 \$70 per month. Either insufficient payments or no payments were received in 11 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 rent and has failed to comply with a rental officer order to pay future rent on time. I find the respondent has accumulated rental arrears in the amount of \$1,414.99, of which \$420 has accumulated since the last rental officer order was issued.

Termination of the tenancy agreement and eviction

In light of the respondent's continued and repeated failure to pay the rent, and the respondent's failure to comply with a rental officer order to pay future rent on time, and the substantial 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 total amount of rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$420;
- requiring the respondent to pay rent on time in the future;
- terminating the tenancy agreement October 31, 2018, unless the total rental arrears of \$1,414.99 are paid in full and the rents for August, September, and October are paid on time; and
- evicting the respondent from the rental premises November 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer