

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

AA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 7, 2018

Place of the Hearing: Fort Simpson, Northwest Territories

Appearances at Hearing: KK, representing the applicant
AA, respondent

Date of Decision: August 7, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against AA as the respondent/tenant was filed by the Rental Office February 21, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the respondent by registered mail signed for March 8, 2018, and an addendum to the application was served on the respondent by registered mail signed for July 12, 2018.

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing originally scheduled for April 5, 2018, was adjourned *sine die* at the applicant's request. The hearing was re-scheduled to August 7, 2018, in Fort Simpson. The Rental Officer appeared by telephone. KK appeared representing the applicant. AA appeared by telephone as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 21, 2005. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 \$890 per month. Either insufficient payments or no payments have been received in 15 of the last 18 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it. The respondent explained that she has been unable to keep up with her payments since going on medical leave nearly two years ago. She has just recently been cleared to potentially return to work on a part-time basis, hopefully by the end of August. The respondent requested time to look into a loan to consolidate her debt, and to re-establish herself into full-time hours.

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 full amount of rent when due. I find the respondent has accumulated rental arrears in the amount of \$20,252, which represents approximately 24 months' rent.

Termination of the tenancy agreement and eviction

Despite the respondent's medical circumstances, the respondent's repeated failure to pay the full amount of rent when due and the substantial amount of subsidized rental arrears cannot be ignored. I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, the termination and eviction will be conditional on the respondent paying at least \$300 towards the rental arrears and paying future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$20,252;
- requiring the respondent to pay rent on time in the future;
- terminating the tenancy agreement November 30, 2018, unless at least \$300 is paid towards the rental arrears and the rents for September, October, and November are paid on time; and
- evicting the respondent from the rental premises December 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer