

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

BB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 5, 2018

Place of the Hearing: Fort Providence, Northwest Territories

Appearances at Hearing: AG, representing the Applicant
BB, Respondent

Date of Decision: September 5, 2018

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against BB as the Respondent/Tenant was filed by the Rental Office May 30, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail signed for June 28, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing scheduled for July 25, 2018, was postponed at the request of the Applicant on July 19, 2018. The hearing was re-scheduled for September 5, 2018, in Fort Providence. The Rental Officer appeared by telephone. AG appeared representing the Applicant. BB appeared as Respondent.

Preliminary matter

The Applicant's representative identified an error on the application to a rental officer in the house number of the rental premises and requested it be amended to reflect the correct address. The amendment was recorded as requested.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 1, 2012. 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 10-14987 issued February 4, 2016, required the Respondent to pay rental arrears in the amount of \$2,989.38, and required the Respondent to pay rent on time in the future. The monetary portion of this order has been satisfied.

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 \$150 per month. Either insufficient payments or no payments were received in four of the last 12 months of the tenancy. The accumulated rental arrears amount to approximately six months' subsidized rent.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent re-affirmed a prior commitment she made through a last chance agreement with the Applicant to paying \$200 per month towards the accumulated rental arrears.

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, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$1,737.52.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the full amount of rent when due, failure to comply with a rental officer order, and the amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, by agreement with both parties, the termination and eviction orders will be conditional on the Respondent paying at least \$800 towards the rental arrears by December 31, 2018, and paying the rents for October, November, and December on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,737.52;
- requiring the Respondent to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless at least \$800 is paid towards the rental arrears and the rents for October, November, and December are paid on time; and
- evicting the Respondent from the rental premises January 1, 2019, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer