

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

TC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 18, 2018

Place of the Hearing: Tulita, Northwest Territories

Appearances at Hearing: DY, representing the Applicant

Date of Decision: September 18, 2018

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against TC as the Respondent/Tenant was filed by the Rental Office June 25, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent September 4, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent 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 was scheduled for September 18, 2018, in Tulita. DY appeared representing the Applicant. TC was personally served notice of the hearing September 4, 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 March 27, 2012. 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 \$325 per month. Either insufficient payments or no payments were received in nine of the last 12 months of the tenancy.

The lease balance statements included charges for tenant damages which allegedly occurred prior to the sole tenancy commencing, for which no evidence was presented, and for which no request for payment was made. The outstanding alleged tenant damages arrears of \$3,186 were deducted from the lease balance statement total.

The parties entered into a last chance agreement March 19, 2018, in which the Respondent acknowledged and accepted responsibility for arrears accumulated at the time, and agreed to pay \$100 by March 24, 2018, and \$45 per month thereafter until the arrears were paid in full. The Respondent did make a payment on March 20, 2018, in compliance with the first part of the agreement, but failed to make the necessary payments for each subsequent month to date.

I am satisfied the amended 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 and has accumulated rental arrears in the amount of \$4,094, which represents approximately 13 months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. At the request of the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying at least \$135 towards the rental arrears by the end of December and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,094;
- requiring the Respondent to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless at least \$135 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