

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

CW

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
CW, Respondent

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 CW as the Respondent/Tenant was filed by the Rental Office June 26, 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. CW appeared as respondent.

Tenancy agreement

The parties agreed 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 *Residential Tenancies Act* (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 \$70 per month; the rents for July, August, and part of September 2018 were assessed at \$325 per month. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy.

The parties entered into a last chance agreement May 14, 2018, at which time the Respondent acknowledged and accepted responsibility for rental arrears accumulated at that time. The Respondent had agreed to pay \$100 by May 19, 2018, and \$45 every month thereafter until the rental arrears were paid in full. The Respondent failed to comply with the terms of the agreement.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She explained that her only source of income right now is from Income Assistance, who is paying the \$70 subsidized rent directly to the Landlord on the Respondent's behalf. The Respondent is prepared to commit to paying an additional \$300 per month towards the rental arrears. She confirmed that the committed amount would not create undue hardship for her, despite receiving Income Assistance support.

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 rent and has accumulated rental arrears in the amount of \$6,289, which represents approximately 13 months of 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 and by agreement with the Respondent, the termination and eviction orders will be conditional on the Respondent paying at least \$1,000 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 \$6,289;
- requiring the Respondent to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless at least \$1,000 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