

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

WA

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
WA, 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 WA 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 11, 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. WA appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing July 13, 2015. 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; prior to July 2018 the subsidized rent was assessed at \$140 per month. Either insufficient payments or no payments were received in eight of the last 24 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He explained that he has been unemployed for a long time, but made a commitment to pay \$400 by September 19, 2018, and to have the balance of rental arrears paid off by the end of December.

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 in full when due and has accumulated rental arrears in the amount of \$1,035, which represents approximately seven months of rent.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay rent and the amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction is justified. The Applicant's representative requested conditional termination and eviction orders, which to mind is reasonable given the Respondent's recent success at paying the rent on time and his commitment to resolve the rental arrears. The termination and eviction orders will be conditional on the Respondent paying the rental arrears in full 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 \$1,035;
- requiring the Respondent to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless the rental arrears are paid in full 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