

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

SM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 11, 2018

Place of the Hearing: Fort Simpson, Northwest Territories

Appearances at Hearing: MH, representing the applicant
KK, representing the applicant
SM, respondent

Date of Decision: September 11, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against SM as the Respondent/Tenant was filed by the Rental Office July 5, 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 July 26, 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 11, 2018, in Fort Simpson. MH and KK appeared representing the Applicant. SM appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 1, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 10-14764 issued July 28, 2015, required the Respondent to pay rental arrears in the amount of \$6,740 in minimum monthly installments of \$200 starting in August 2015, required the respondent to pay rent on time in the future, required the respondent to report household income as required, and terminated the tenancy agreement January 31, 2016, unless the rents and minimum monthly installments for August to January were paid on time. Of those orders, the Respondent did not comply with paying the minimum monthly installments, the Respondent did comply with the requirement to report household income, and the Landlord did not enforce the termination order.

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 \$365 per month. Either insufficient payments or no payments were received in 22 of the months since the last rental officer order was issued.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent explained that she has not been working since last year, and her income has only been from disability employment insurance followed by regular employment insurance. The Respondent admitted that the change in household income was not reported to the Applicant. Had it been reported then the Applicant could have re-assessed the rent subsidies and the Respondent may have benefited from a lower monthly subsidized rent amount.

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, has failed to comply with a rental officer order to pay minimum monthly installments towards rental arrears, and has failed to comply with a rental officer order to pay future rent on time. I find the Respondent has accumulated rental arrears in the amount of \$12,350, which represents approximately 42 months' rent and includes the rental arrears identified in Rental Officer Order Number 10-14764. That previous order's requirement to pay rental arrears in minimum monthly installments will be rescinded and replaced with an order to pay the full amount of rental arrears.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and to comply with rental officer orders, and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with both parties, the termination and eviction orders will be conditional on the Respondent paying at least \$1,000 towards the rental arrears by the end of December 2018 and paying future rent on time.

Orders

An order will issue:

- rescinding paragraph 1 of Rental Officer Order Number 10-14764 and requiring the Respondent to pay rental arrears in the amount of \$12,350;
- requiring the Respondent to pay future rent on time;
- 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