

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

**AJG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 11, 2018

**Place of the Hearing:** Paulatuk, Northwest Territories

**Appearances at Hearing:** LN, representing the applicant  
AJG, respondent

**Date of Decision:** September 11, 2018

**REASONS FOR DECISION**

An application to a rental officer made by PHA on behalf of the NTHC as the Applicant/Landlord against AJG as the Respondent/Tenant was filed by the Rental Office July 6, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Paulatuk, Northwest Territories. The filed application was personally served on the Respondent August 14, 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, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for September 11, 2018, in Paulatuk. The Rental Officer appeared by telephone. LN appeared representing the Applicant. AJG appeared as Respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing December 1, 2010. 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 20-13836 issued January 17, 2014, ordered the Respondent to pay rental arrears in the amount of \$1,766, ordered the Respondent to report household income as required, ordered the Respondent to pay utilities as required, ordered the Respondent to pay costs of repairing the electrical circuits in the amount of \$535.50, and terminated the tenancy agreement April 30, 2014, unless the rental arrears and costs of repairs totalling \$2,301.50 were paid in full. It appears the Respondent was fully compliant with this order and the tenancy was permitted to continue uninterrupted.

*Rental arrears*

The lease balance statements entered into evidence represent the Landlord's accounting of the 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. A credit balance on the rent account was carried forward on October 31, 2015, after which no payments were received against the Respondent's rent account until March 8, 2017. Three electronic funds transfers were attempted – August 31, October 2, and October 31, 2017 – all of which were returned with insufficient funds. By signing a last chance agreement dated March 28, 2018, the Respondent acknowledged his debt and agreed to pay \$400 towards the arrears by April 8, 2018, and to pay \$100 each month thereafter until the rental arrears were paid in full. The Respondent did not comply with the terms of the last chance agreement.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He claims that his rent money has been given to friends, family, and other community members who ask for help paying for food and other needs. The Respondent also claimed that he has experienced unexpected events with family members which have made his finances scarce.

The Respondent admitted he has a limited income and needs additional cash, and that he is looking at receiving early Canada Pension Plan benefits. By the same token, the Respondent claimed he would like to get his rental arrears out of the way, and that he expected he could have the rental arrears paid in full by the end of December 2018. He acknowledged that his rent is subsidized to the lowest possible amount of \$70 per month, and admitted his own stubbornness is a contributing factor to not paying the rent every month. The Respondent admitted that he did not in fact read the last chance agreement before signing it.

The Applicant's representative testified that repeated attempts to get payments from the Respondent were made, including offering various options for how the monies could be paid, all without success. The Applicant's interest is primarily focussed on getting the Respondent to comply with his obligation to pay his rent each and every month in full and on time.

While the Respondent's generosity and interest in helping others in the community is to be applauded, it cannot come at the cost of his own interests which must come first. Emphasis was made to the Respondent that his income must pay for his own needs before anyone else's, and that the rent must be prioritized.

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 rent and has accumulated rental arrears in the amount of \$2,373.50, which represents approximately 34 months' subsidized rent.

*Termination of the tenancy agreement*

The respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears accumulated cannot be ignored. Neither can the fact that this is not a new pattern of behaviour for the Respondent, who was found to have repeatedly failed to pay the rent and accumulated a substantial amount of subsidized rental arrears at the last Rental Officer hearing in January 2014. I am satisfied termination of the tenancy agreement and eviction are justified in the current circumstances. By agreement with the parties, the termination and eviction orders will be structured to provide for two possible termination/eviction dates conditional on whether or not the Respondent pays the rental arrears in full and pays his future rent on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,373.50;
- 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;
- terminating the tenancy agreement March 31, 2019, unless the rents for January, February, and March are paid on time;
- evicting the Respondent from the rental premises January 1, 2019, if the termination of the tenancy agreement becomes effective December 31, 2018; and
- evicting the Respondent from the rental premises April 1, 2019, if the termination of the tenancy agreement becomes effective March 31, 2019.

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Adelle Guigon  
Rental Officer