

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

CD

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
CD, 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 CD as the Respondent/Tenant was filed by the Rental Office July 11, 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 10, 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. CD appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing August 18, 2009. 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 \$140 per month. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

The lease balance statement included a security deposit charge of \$361.25 recorded April 1, 2015, which does not appear to have been paid. Given that the Applicant made no claim for any outstanding security deposit, and the security deposit is not rent, that amount was deducted from the lease balance statement.

The lease balance statement also included charges totalling \$467.48 described as being for tenant damages, which do not appear to have been paid. Given that the Applicant made no specific claim in their application for tenant damages, nor was there any substantive evidence presented from which to establish the Respondent's liability for them, the charges of \$467.48 were deducted from the lease balance statement.

The parties entered into a last chance agreement May 16, 2018, in which the Respondent acknowledged and accepted responsibility for rental arrears accumulated at the time, and agreed to pay \$100 towards the rental arrears by May 21, 2018, and \$60 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 of rental arrears, acknowledging the debt and accepting responsibility for it. She explained that she has been working off and on for a long time, and her partner has not been working due to medical issues for which the two of them have been travelling often to address. Additionally, the Respondent lost all her household possessions in a fire not long ago. The Respondent has unsuccessfully attempted to obtain support through Income Assistance, who the Respondent described as "not helpful". Due to the extremely limited household income, the Respondent could commit to paying no more than \$150 including rent per month, but did agree to pay more whenever she could.

I am satisfied the amended lease balance statement accurately reflects 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 \$1,252.75, which represents approximately 10 months of subsidized 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 are justified. The parties agreed to the termination and eviction orders being issued conditional on the Respondent paying at least \$30 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 \$1,252.75;
- requiring the Respondent to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless at least \$30 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