

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

LW

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

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 LW as the respondent/tenant was filed by the Rental Office July 17, 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 email deemed received September 10, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the 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. The Rental Officer appeared by telephone. MH and KK appeared representing the applicant. LW was served notice of the hearing by email deemed received September 10, 2018. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 2, 2015. I am satisfied a valid tenancy agreement is in place in accordance with 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 \$610 per month. No payments have been received against the rent account since November 7, 2016.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly and unreasonably failed to pay rent, and has accumulated subsidized rental arrears in the amount of \$7,330.

Termination of the tenancy agreement

Given the respondent's repeated and unreasonable failure to pay the rent and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, the termination of the tenancy and eviction orders will be conditional on the respondent paying the rental arrears in full, as will the order for the respondent to pay compensation for use and occupation of the rental premises in the event the termination of the tenancy becomes effective.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$7,330;
- requiring the respondent to pay future rent on time;
- terminating the tenancy agreement September 30, 2018, unless the rental arrears are paid in full;
- evicting the respondent from the rental premises October 15, 2018, if the termination of the tenancy becomes effective; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day the respondent remains in the rental premises after September 30, 2018, to a maximum of \$1,625 per month, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer