

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

JM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 12, 2018

Place of the Hearing: Fort Simpson, Northwest Territories

Appearances at Hearing: MH, representing the Applicant
KK, representing the Applicant
JM, Respondent

Date of Decision: September 12, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against JM 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 registered mail signed for August 2, 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 12, 2018, in Fort Simpson. The Rental Officer appeared by telephone. MH and KK appeared representing the Applicant. JM 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, 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 \$80 per month. The last payment received against the rent account was recorded September 1, 2017, in the amount of \$80.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

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 and has accumulated rental arrears in the amount of \$1,229.89, which represents approximately 16 months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay rent and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The Respondent testified that he kept forgetting to pay his rent, usually because he wasn't sober. He claims to be sober now and committed to paying his rent, and expects he can have the rental arrears paid off within three months. In an effort to ensure the Respondent was not being set up for failure, the Applicant's representative agreed that if the Respondent could pay at least \$200 per month towards the rental arrears then the Applicant would be content with a conditional termination and eviction order dependent on successful monthly payments of rent and towards the rental arrears. The Respondent was agreeable to this proposal.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,229.89;
- requiring the Respondent to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless at least \$600 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