

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

NJH

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

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 NJH 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 1, 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. NJH was served notice of the hearing by registered mail signed for August 1, 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 April 1, 2012. 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 \$160 per month. No payments have been made in eight of the last 12 months of the tenancy.

The parties entered into a last chance agreement on June 25, 2018, in which the Respondent acknowledged and accepted responsibility for the rental arrears accumulated at the time. The Respondent agreed to pay \$170 by June 30, 2018, and \$170 each month thereafter until the rental arrears are paid off. The Respondent failed to make the necessary payment in June, but did comply thereafter by making the necessary payments in July and August.

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 \$1,600, which is the equivalent to approximately 10 months' 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 accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. At the request of the Applicant's representative, the termination and eviction dates will be delayed to provide the Respondent with an opportunity to resolve the matters directly with the Applicant to their satisfaction in order to avoid enforcement of the termination and eviction orders.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,600;
- requiring the Respondent to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018; and
- evicting the Respondent from the rental premises January 1, 2019.

Adelle Guigon
Rental Officer