

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

LH

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 LH as the Respondent/Tenant was filed by the Rental Office July 18, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served August 7, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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 12, 2018, in Fort Simpson. The Rental Officer appeared by telephone. MH and KK appeared representing the applicant. LH was sent notice of the hearing by registered mail deemed served August 7, 2018. Attempts to contact the respondent by telephone went unanswered, and there was no voicemail at the telephone number. No email address was available for the Respondent. The respondent failed to 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 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 November 30, 2009. 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 \$80 per month. No payments were received in six of the last 12 months of the tenancy.

The parties entered into a last chance agreement June 25, 2018, in which the Respondent acknowledged and accepted responsibility for rental arrears accumulated at the time, and agreed to pay \$100 by June 30, 2018, and \$100 each month thereafter until the rental arrears are paid in full. The Respondent has complied with the terms of the last chance agreement to date.

I am satisfied the 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 \$350, which represents approximately 5 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. However, in consideration of the fact that the Respondent has complied with the terms of the last chance agreement, and in doing so has reduced the rental arrears balance and paid the rent in full and on time since the application to a rental officer was filed, I find it reasonable to issue the termination and eviction orders conditional on the Respondent paying the remaining balance of rental arrears in full 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 \$350;
- 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; and
- evicting the Respondent from the rental premises January 1, 2019, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer