

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

CB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 12, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JBM, representing the Applicant
AW, representing the Applicant
CB, Respondent

Date of Decision: September 12, 2018

REASONS FOR DECISION

An application to a rental officer made by NWHHA on behalf of the NTHC as the Applicant/Landlord against CB as the Respondent/Tenant was filed by the Rental Office July 19, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by registered mail signed for August 3, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to pay the full amount of the security deposit. An order was sought for payment of rental arrears, payment of future rent on time, payment of security deposit arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 12, 2018, by three-way teleconference. JBM and AW appeared representing the Applicant. CB appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing September 22, 2017. 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 \$160 per month; prior to July 2018 the subsidized rent was assessed at \$365 per month. Either insufficient payments or no payments were received in nine of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting of the rental arrears, 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 the rent in full when due and has accumulated rental arrears in the amount of \$1,655, which is the equivalent of approximately 7 months' rent.

Security deposit

The lease balance statements also reflected the security deposit charge of \$1,625 against which one payment of \$200 was made November 3, 2017. Subsection 14(2) of the Act specifies that 50 percent of the security deposit must be paid at the commencement of the tenancy and the remaining 50 percent must be paid within three months of the commencement of the tenancy.

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

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's security deposit account. I find the Respondent has failed to comply with the obligation to pay the security deposit in accordance with subsection 14(2) of the Act, and has accumulated security deposit arrears in the amount of \$1,425.

Last chance agreement

The parties entered into a last chance agreement on May 4, 2018, where the Respondent acknowledged and accepted responsibility for the rental arrears and security deposit arrears as they had accumulated at that time, and agreed to pay \$700 by May 9, 2018, and \$250 each month thereafter until the rental arrears and security deposit arrears were paid in full. The Respondent failed to comply with the terms of the last chance agreement. The only payment received against the accounts since the last chance agreement was signed was recorded on August 24, 2018, in the amount of \$800.

The Respondent explained that his employer has recently secured a new contract which guarantees the Respondent 12-hour shifts five days a week for the foreseeable future. As a result he expects to be able to pay his future rent in full and on time, and to have the majority of the arrears paid off by the end of December.

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. In consideration of the Respondent's above mentioned commitments and his expressed willingness to work with the Applicant, by agreement of both parties, the termination and eviction orders will be conditional on the security deposit arrears being paid in full and at least \$1,455 being paid towards the rental arrears by the end of December, and on future rent being paid on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,655;
- requiring the Respondent to pay rent on time in the future;
- requiring the Respondent to pay security deposit arrears in the amount of \$1,425;
- terminating the tenancy agreement December 31, 2018, unless the security deposit arrears are paid in full, at least \$1,455 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