

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

LP

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JS, representing the Applicant
<u>Date of Decision:</u>	October 4, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against LP as the Respondent/Tenant was filed by the Rental Office August 27, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail deemed served September 21, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 4, 2018, in Yellowknife. JS appeared representing the Applicant. LP was served notice of the hearing by registered mail deemed served September 21, 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 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 January 10, 2008. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-13892 issued January 29, 2014, terminated the tenancy agreement February 11, 2014, unless the household income for September through January was reported to the Landlord.

Rental Officer Order Number 10-13892.1 issued February 19, 2014, required the Respondent to pay rental arrears in the amount of \$534.67, terminated the tenancy agreement February 28, 2014, unless the rental arrears were paid in full, and evicted the Respondent from the rental premises March 1, 2014, if the termination of the tenancy agreement became effective.

Rental Officer Order Number 15685 issued August 16, 2017, required the Respondent to pay rental arrears in the amount of \$270, and required the Respondent to pay rent on time in the future.

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 \$365 per month. No payments were received in nine of the last 12 months of the tenancy.

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 when due, has repeatedly failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$380.

Damages

No evidence was presented establishing whether or not there are any damages to the rental premises, let alone any costs associated with repairs. The Applicant's claim for costs of repairs is denied.

Termination of the tenancy agreement and eviction

When the application to a rental officer was filed the Respondent had accumulated subsidized rental arrears in the amount of \$2,350. Despite the Respondent's substantial payments since then which have reduced the balance of rental arrears, it seems the Respondent habitually fails

to make any payments of rent until the last possible moment in an effort to avoid the termination of the tenancy agreement and eviction. It is this very habit of repeatedly failing to pay the rent when it is due that justifies the termination of the tenancy agreement and eviction. The Applicant's request for such an order is granted.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$380;
- terminating the tenancy agreement October 31, 2018;
- evicting the Respondent from the rental premises November 1, 2018, or as soon thereafter as is practicable; 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 October 31, 2018, to a maximum of \$1,625 per month.

Adelle Guigon
Rental Officer