

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

GK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 14, 2018

Place of the Hearing: Deline, Northwest Territories

Appearances at Hearing: PK, representing the Applicant

Date of Decision: November 14, 2018

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against GK as the Respondent/Tenant was filed by the Rental Office August 21, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent September 24, 2018.

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 November 14, 2018, in Deline. PK appeared representing the Applicant. GK was personally served notice of the hearing on September 24, 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 provided establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 20-14854 issued September 23, 2015, required the Respondent to pay rental arrears in the amount of \$456.55 in minimum monthly installments of \$155 starting in October 2015, required the Respondent to pay rent on time in the future, terminated the tenancy agreement December 31, 2015, unless the minimum monthly installments and rents for October, November, and December were paid on time, and evicted the Respondent from the rental premises January 1, 2016, if the termination of the tenancy agreement became effective.

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 \$70 per month. No payments were received in eight of the last 11 months of the tenancy.

When the application to a rental officer was filed the Respondent had accumulated subsidized rental arrears in the amount of \$296.55. The amount of rental arrears had increased to \$436.55 as of October 19, 2018, when a \$400 payment was recorded.

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 when due, has failed to comply with a rental officer order to pay rent on time in the future, and has accumulated rental arrears in the amount of \$106.55.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due and failure to comply with a rental officer order to pay future rent on time, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$106.55;
- requiring the Respondent to pay rent on time in the future;
- terminating the tenancy agreement January 31, 2019, unless the rental arrears are paid in full and the rents for December and January are paid on time; and
- evicting the Respondent from the rental premises February 1, 2019, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer