

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and  
**SJ**, 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:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

-and-

**SJ**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 11, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>FG, representing the Applicant SJ, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 11, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by UHA on behalf of the NTHC as the Applicant/Landlord against SJ as the Respondent/Tenant was filed by the Rental Office August 22, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was served on the Respondent by registered mail signed for September 5, 2018.

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 the rental arrears, payment of rent on time in the future, payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 11, 2018, by three-way teleconference. FG appeared representing the Applicant. SJ appeared as Respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. 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 \$1,155 per month. Between May 2017 and April 2018, either insufficient payments or no payments were received in 6 of the 12 months of the tenancy. The Applicant's representative testified that since the filing of the application the Respondent had been working diligently with the Applicant and had successfully reduced the balance of rental arrears to \$2,063.12.

On April 26, 2018, the Respondent entered into a last chance agreement in which he acknowledged and accepted responsibility for arrears accumulated at the time in the amount of \$8,275.02, and agreed to pay \$1,155 by May 1, 2018, and \$625 each month thereafter until the arrears were paid in full.

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

I am satisfied the lease balance statements and the Applicant's testimony accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$2,063.12.

#### *Damages*

The parties agreed that the Respondent has successfully paid all amounts owing for damages. Consequently, the Applicant's representative withdrew their request for payment of costs for repairs.

#### *Termination of the tenancy agreement and eviction*

Given the Respondent's successful efforts at reducing the balance of rental arrears and costs of repairs, and the continued efforts between the Applicant and Respondent to work together, the Applicant's representative withdrew their request for termination of the tenancy and eviction.

#### *Orders*

An order will issue requiring the Respondent to pay rental arrears in the amount of \$2,063.12, and requiring the Respondent to pay rent on time in the future.

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Adelle Guigon  
Rental Officer