

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

**JS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 11, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** RB, representing the Applicant  
AL, representing the Applicant

**Date of Decision:** December 11, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against JS as the Respondent/Tenant was filed by the Rental Office October 9, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Dettah, Northwest Territories. The filed application was served on the Respondent by registered mail signed for November 14, 2018.

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

A hearing was scheduled for December 11, 2018, in Yellowknife. RB and AL appeared representing the Applicant. JS was served notice of the hearing by registered mail signed for November 14, 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 presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing November 1, 2004. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

Tenant ledger cards and lease balance statements (rent documents) entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents except for July 2017 to June 2018 have been subsidized and are currently assessed at \$75 per month; the rents for July 2017 to June 2018 were assessed the maximum monthly rent of \$1,545 due to the Respondent's failure to report household income for the 2016 calendar year. The last three payments received against the Respondent's rent account were recorded: October 18, 2018, in the amount of \$25; February 21, 2014, in the amount of \$1,000; and September 25, 2013, in the amount of \$140.

A charge of \$99.12 recorded October 1, 2015, was included in the tenant ledger cards described as being for labour to replace a range, however, no evidence supporting this charge was entered into evidence. The rent documents were adjusted by deducting \$99.12 from the balance owing.

I am satisfied the adjusted rent documents accurately reflect 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 \$31,601.89, which represents at least nine years' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. At the request of the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying at least \$75 per month towards the rental arrears in addition to the monthly subsidized rents for January to June.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$31,601.89 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement June 30, 2019, unless at least \$75 per month is paid towards the rental arrears and the monthly subsidized rents are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises July 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer