

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

MAF

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 12, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RB, representing the Applicant AL, representing the Applicant MAF, Respondent
<u>Date of Decision:</u>	December 12, 2018

REASONS FOR DECISION

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against MAF as the Respondent/Tenant was filed by the Rental Office October 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in N'dilo, Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail signed for November 28, 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, and conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for December 12, 2018, in Yellowknife. RB and AL appeared representing the Applicant. MAF 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 and statements of account (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 have been subsidized and are currently assessed at \$75 per month. Either insufficient payments or no payments have been made in 30 of the last 57 months of the tenancy, but the Respondent has successfully paid more than the subsidized rent in 11 of the last 12 months of the tenancy.

The rent documents included three charges for which no supporting evidence was provided: a Simply Accounting adjustment charge of \$407.30, a power charge of \$271.78, and a tenant damages charge of \$49.56. Those charges were deducted from the rent documents balance owing.

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

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 \$4,240.31, which represents approximately 4.75 years' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's historical repeated failure to pay rent in full when due and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, and in consideration of the Respondent's recent successful and consistent payments towards the accumulated rental arrears, the termination and eviction orders will be conditional on the Respondent paying at least \$75 per month towards the rental arrears and paying the monthly subsidized rents on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,240.31 (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 is paid per month 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)).

Adelle Guigon
Rental Officer