

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**

<b><u>Date of the Hearing:</u></b>	<b>December 18, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>December 18, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against LP as the Respondent/Tenant was filed by the Rental Office October 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in K'atlo'deeche First Nation (also known as Hay River Reserve), Northwest Territories. The filed application was served on the Respondent by registered mail deemed served December 5, 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 failed to pay the full amount of the security deposit. An order was sought for payment of the rental arrears, payment of future rent on time, payment of the outstanding security deposit, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 18, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. LP was served notice of the hearing by registered mail deemed served December 5, 2018. Neither a telephone number nor an email address were provided for the Respondent. 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 May 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### *Rental arrears*

The lease balance statements and statements of account (rent 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 \$75 per month. No payments have been received in 17 of the last 24 months of the tenancy; the last payment received for rent was recorded February 22, 2018, in the amount of \$75.

I am satisfied the rent statements 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 \$1,725, which represents approximately 23 months' subsidized rent.

### *Security deposit*

Section 9 of the written tenancy agreement establishes the security deposit payable at \$1,200, and sets out the requirement for the security deposit to be paid in full within three months of the commencement of the tenancy.

Nine payments have been received against the security deposit account between March 2017 and March 2018 totalling \$945. I find the Respondent has failed to comply with the obligation to pay the full security deposit within three months of the commencement of the tenancy and the Respondent has an outstanding balance of security deposit arrears in the amount of \$255.

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

In light of the Respondent's repeated failure to pay rent, the Respondent's repeated failure to pay the full security deposit, 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 Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying the rental arrears and security deposit arrears in full by the end of March 2019, and paying the monthly subsidized rents on time in the future.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,725 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay security deposit arrears in the amount of \$255 (p. 14.2(2)(a));
- terminating the tenancy agreement March 31, 2019, unless the rental arrears and security deposit arrears are paid in full, and the monthly subsidized rents are paid on time (p. 41(4)(c), p. 14.2(2)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises April 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