

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

CA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2019

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: AH, representing the Applicant

Date of Decision: January 8, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against CA as the Respondent/Tenant was filed by the Rental Office November 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail deemed served December 4, 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 failed to comply with a rental officer order to pay future rent on time, and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 8, 2019, in Fort Smith. The Rental Officer appeared by telephone. AH appeared representing the Applicant. CA was sent notice of the hearing by registered mail on November 27, 2018. The telephone number provided for the Respondent on file was found to no longer be in service. No email address was provided for the Respondent. The Respondent was deemed served the notice of the hearing by registered mail December 4, 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 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 April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-14667 issued July 14, 2015, required the Respondent to pay rental arrears in the amount of \$2,079.15, requires the Respondent to comply with her obligation to report household income as required and not to breach that obligation again, required the Respondent to report the household income for March through June 2015 by July 31, 2015, required the Respondent to pay subsidized rents for April to July 2015 by August 31, 2015, required the respondent to pay future rent on time, and terminated the tenancy agreement October 31, 2015, unless the household income was reported as ordered and future rents were paid on time.

Rental Officer Order Number 15977 issued May 16, 2018, required the Respondent to pay future rent on time, and required the Respondent to pay for costs of repairs in the amount of \$476.

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 \$365 per month. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

I am satisfied the lease balance statements 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, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$1,937. Those rental arrears represent approximately six months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the full amount of rent when due and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. At hearing, the Applicant's representative amended their request for termination and eviction, requesting that the termination and eviction orders be conditional on the Respondent paying the rental arrears in full and paying future rent on time. The Applicant's representative also requested that the conditional termination date extend over five months. I am satisfied the Applicant's representative's request for conditional termination and eviction orders is reasonable.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,937 (p. 41(4)(a));
- requiring the Respondent to pay subsidized rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement June 30, 2019, unless the rental arrears are paid in full and the 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