

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

TB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 10, 2019

Place of the Hearing: Fort Resolution, Northwest Territories

Appearances at Hearing: MU, representing the Applicant

Date of Decision: January 10, 2019

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of the NTHC as the Applicant/Landlord against TB as the Respondent/Tenant was filed by the Rental Office November 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 13, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. 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 January 10, 2019, in Fort Resolution. The Rental Officer appeared by telephone. MU appeared representing the Applicant. TB was served notice of the hearing by registered mail signed for December 13, 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 April 20, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 15540 issued April 20, 2017, required the Respondent to pay rental arrears in the amount of \$255 and required the Respondent to pay future rent on time.

Rental Officer Order Number 15967 issued May 16, 2018, required the Respondent to pay rental arrears in the amount of \$740, required the Respondent to pay future rent on time, terminated the tenancy agreement August 31, 2018, unless the rental arrears were paid in full and the rents for June, July, and August were paid on time, and evicted the Respondent from the rental premises September 1, 2018, if the termination of the tenancy agreement became effective. Despite the Respondent failing to comply with the payment requirements, the Applicant entered into a last chance agreement with the Respondent which effectively re-instated the tenancy agreement as of September 1, 2018. The monetary part of this order remains enforceable.

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 \$75 per month. No payments have been 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 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 \$875. Those rental arrears represent approximately 12 months' subsidized rent. Of that amount, \$275 of rental arrears have accumulated since the last rental officer order was issued, representing approximately four months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay rent when due, repeated failure to comply with a rental officer order to pay future rent on time, and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representative confirmed they are not interested in conditional termination and eviction orders at this time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears accumulated since the last rental officer order in the amount of \$275 (p. 41(4)(a));
- terminating the tenancy agreement January 31, 2019 (p. 41(4)(c));
- evicting the Respondent from the rental premises February 15, 2019 (p. 63(4)(a)); and
- requiring the Respondent to compensate the Applicant for use and occupation of the rental premises at a rate of \$50.79 for each day the Respondent remains in the rental premises after January 31, 2019, to a maximum of \$1,545 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer