

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

**TC**

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 TC 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 deemed served December 19, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent when due 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 January 10, 2019, in Fort Resolution. The Rental Officer appeared by telephone. MU appeared representing the Applicant. TC was sent notice of the hearing by registered mail. Neither a telephone number nor an email address were provided for the Respondent. The Respondent was deemed served the notice of the hearing December 19, 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 August 19, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*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 \$580 per month. No payments have been received in eight 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 and has accumulated rental arrears in the amount of \$2,555. Those rental arrears represent approximately five months' subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay rent and the amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representative requested conditional termination and eviction orders dependent on the Respondent paying the rental arrears in full and paying future rent on time. I am satisfied the request for conditional termination and eviction orders is reasonable under the circumstances.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,555 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2019, unless the rental arrears are paid in full and the rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

---

Adelle Guigon  
Rental Officer