

IN THE MATTER between **NTHC**, Applicant, and **KO**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**KO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 22, 2018

**Place of the Hearing:** Fort Simpson, Northwest Territories

**Appearances at Hearing:** KK representing the Applicant

**Date of Decision:** December 22, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against KO 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 Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail, signed for December 3, 2018.

The Applicant claimed that the Respondent had repeatedly failed to pay 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 22, 2019 in Fort Simpson. Janice Laycock, Deputy Rental Officer, appeared by telephone. KK appeared representing the Applicant. KO was served notice of the hearing by registered mail, signed for December 3, 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 as provided for in subsection 80(2) of the *Residential Tenancies Act*.

#### *Previous Rental Officer Order*

Previous Rental Officer Order number 15087 issued June 13, 2016 ordered the Respondent to:

1. Pay rental arrears in the amount of \$8,480.00;
2. Respondent to pay rent on time in the future;
3. Termination of the tenancy agreement on September 30, 2016 unless rental arrears are paid in full and the monthly rents for July, August and September are paid on time; and
4. If the tenancy agreement is terminated in accordance with 3 (above) the respondent will be evicted on October 1, 2016.

.../3

*Tenancy Agreement*

The Applicant's representative testified and evidence was presented establishing a tenancy agreement between the parties commencing April 1, 2012. As the previously ordered conditional termination (15087) was not enforced I infer that the tenancy was re-instated. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental Arrears*

The Lease Balance Statement entered into evidence represents the accounting of monthly assessed rents and payments received. The statement dated January 21, 2019, covers the period April 1, 2012 to January 1, 2019 showing a balance owing of \$6,765.00.

This balance includes an opening balance on April 1, 2012 of \$2,532.96, which the Applicant explained was for arrears. Initially, and during the hearing, I was not willing to consider this charge as part of this tenancy. However, after further consideration and review of the previous Rental Officer order I will allow this amount (\$2,532.96) as part of the total arrears.

It is my belief that the previous Rental Officer order established a reasonable claim related to these previous rental arrears. Further, as the Applicant pointed out during the hearing, the tenant had achieved a zero balance by June 20, 2014, indicating that the tenant was aware of their obligation to pay off the arrears and had taken positive steps to do so.

Despite the zero balance in June of 2014 and further efforts to pay off arrears in 2016, the tenant has continued to not pay their rent on time resulting in current accumulated arrears of \$6,765.00. The last payment made by the tenant was on February 22, 2018 for \$100.00. No payments have been made since then despite a reduction in subsidized rent from \$365.00 in June 2018 to \$80.00 a month during the period July 2018 to January 2019.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondent's rental account. I find that the Respondent has repeatedly failed to comply with her obligation to pay her rent. I find the Respondent has accumulated rental arrears in the amount of \$6,765.00.

*Orders*

An Order will be issued:

- requiring the Respondent to pay to the Applicant rent owing in the amount of \$6,765.00 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future(p. 41(4)(b));
- terminating the tenancy agreement on April 30, 2019 and requiring the tenant to vacate the premises on that date unless the Respondent pays their rental arrears in full and pays their rent for February, March and April on time (p. 41(4)(c) and ss. 83(2)); and
- evicting the Respondent from the rental premises on or after May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

---

Janice Laycock  
Deputy Rental Officer