

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

SS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 23, 2019

Place of the Hearing: Fort Providence, Northwest Territories

Appearances at Hearing: AG, representing the Applicant
SS, Respondent
GB, in support of the Respondent

Date of Decision: January 23, 2019

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against SS as the Respondent/Tenant was filed by the Rental Office November 29, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 20, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and carried outstanding costs for repairs. An order was sought for payment of rental arrears, payment of future rent on time, payment of outstanding costs of repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 23, 2019, in Fort Providence. The Rental Officer appeared by telephone. AG appeared representing the Applicant. SS appeared as respondent, with GB appearing as an authorized occupant of the rental premises in support of the Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 \$345 per month. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent's authorized occupant committed to having the rental arrears paid in full by the end of February with her income tax return, as well as ensuring that all future rent is paid in full and on time.

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 and has accumulated rental arrears in the amount of \$1,993.60. The rental arrears represent approximately six months' subsidized rent.

Repairs

The parties agreed and evidence was presented establishing the Respondent's responsibility for repairing a window that was damaged in January 2018. The repairs were not completed until July 2018, for which the Respondent was charged \$253.97. One payment of \$255 was received in October 2018, leaving an outstanding balance owing of \$11.67.

I am satisfied the Respondent is responsible for the damaged window. I find the Respondent liable to the Applicant for the outstanding costs of repairs in the amount of \$11.67.

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 is justified. By agreement with the parties, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying the subsidized rent for February on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,993.60 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to pay outstanding costs of repairs in the amount of \$11.67 (p. 42(3)(e));
- terminating the tenancy agreement February 28, 2019, unless the rental arrears are paid in full and the subsidized rent for February is paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises March 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer