

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

JG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 12, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RB, representing the Applicant
AL, representing the Applicant
JG, Respondent

Date of Decision: December 12, 2018

REASONS FOR DECISION

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against JG as the Respondent/Tenant was filed by the Rental Office October 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Ndilo, Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail signed for November 8, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent 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 December 12, 2018, in Yellowknife. RB and AL appeared representing the Applicant. JG appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a sole residential tenancy agreement between them for subsidized public housing commencing June 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 \$75 per month. No payments were received in three of the last 12 months of the tenancy.

The lease balance statements included a charge from March 31, 2013, of \$415.07 described as being for power, but no evidence was provided to support this charge as being the Respondent's liability. This amount was deducted from the lease balance statement.

The lease balance statements included charges and credits described as being for Simply Accounting adjustments which totalled \$229.50. No evidence was provided to substantiate these entries. This amount was deducted from the lease balance statement.

The above mentioned deductions from the lease balance statements resulted in a rent credit of \$218.07.

The Respondent had entered into a last chance agreement on October 15, 2018, in which she agreed to pay \$125 by October 20th and \$125 per month thereafter until the rental arrears were paid in full. The Applicant's representatives testified that the Respondent has been compliant with the terms of the last chance agreement.

I am satisfied the adjusted 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. I find the Respondent has not accumulated any current rental arrears.

Termination of the tenancy agreement and eviction

Given the limited failure to pay the rent in full when due, the lack of rental arrears, and the Respondent's compliance with the last chance agreement, I am not satisfied termination of the tenancy agreement and eviction are justified. The Applicant's request for termination and eviction orders is denied.

Order

An order will issue requiring the Respondent to pay the subsidized rent on time in the future.

Adelle Guigon
Rental Officer