

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

**AD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 24, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>TM, representing the Applicant LE, representing the Applicant AD, Respondent MB, Housing Stability Worker</b>
<b><u>Date of Decision:</u></b>	<b>January 24, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against AD as the Respondent/Tenant was filed by the Rental Office December 12, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent December 20, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay the full amount of rent when due, 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 24, 2019, in Behchoko. TM and LE appeared representing the Applicant. AD appeared as Respondent, with MB, Housing Stability Worker, appearing in support of the Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement for subsidized public housing commencing September 19, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Previous order*

Rental Officer Order Number 15385 issued February 7, 2017, required the Respondent to pay rental arrears in the amount of \$11,095, required the respondent to pay future rent on time, terminated the tenancy agreement March 31, 2017, unless at least \$5,000 was paid towards the rental arrears and the rent for March was paid on time, and evicted the Respondent from the rental premises April 1, 2017 if the termination of the tenancy agreement became effective. The Respondent complied with the requirement to pay \$5,000 before the end of March 2017 and to pay the rent for March on time, rendering the termination and eviction orders ineffective. The monetary order was paid in full by March 2018.

*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 \$845 per month. No payments have been received in eight 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 testified that she has been working closely with the Housing Stability Worker to figure out an affordable budget designed to ensure future rent is paid in full and on time, and regular payments are made towards the rental arrears. An initial commitment to pay \$200 per month in addition to the subsidized rent was qualified with the information that the Respondent would be taking maternity leave in a few months which would affect her monthly income until she returned to work. However, the Respondent and the Housing Stability Worker admitted that they would be taking advantage of the option to apply to the Applicant for a temporary re-assessment of the rent subsidies during the Respondent's maternity leave based on the income she actually receives during that period. In the meantime, the Respondent also committed to use any income tax return she receives against the rental arrears, which she expects will likely be substantive enough to cover nearly two-thirds of the balance.

The Applicant's representatives acknowledged the Respondent's commitments. In an effort to ensure the Respondent was not being set up to fail, the parties agreed to a minimum monthly payment of \$100 towards the rental arrears. That agreement will not be incorporated into an order to pay the rental arrears, but will form the context of a conditional termination order.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$6,474, which represents approximately eight months' subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeatedly failure to pay rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be conditional on the Respondent paying at least \$100 per month towards the rental arrears and paying future subsidized rents on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$6,474 (p. 41(4)(a));
- requiring the Respondent to pay future subsidized rents on time (p. 41(4)(b));
- terminating the tenancy agreement July 31, 2019, unless at least \$100 is paid per month towards the rental arrears and the subsidized 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 August 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer