

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

JD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2019

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: AH, representing the Applicant

Date of Decision: January 8, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against JD as the Respondent/Tenant was filed by the Rental Office November 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 18, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent, 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, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 8, 2019, in Fort Smith. The Rental Officer appeared by telephone. AH appeared representing the Applicant. JD was served notice of the hearing by registered mail signed for December 18, 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 16, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15633 issued July 6, 2017, required the Respondent to pay rental arrears in the amount of \$520, required the Respondent to pay future rent on time, terminated the tenancy agreement October 31, 2017, unless the rental arrears were paid in full and rents for August, September, and October were paid on time, and evicting the Respondent from the rental premises November 1, 2017, if the termination of the tenancy agreement became effective.

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 \$80 per month. No payments were received in nine of the last 12 months of the tenancy.

Since filing of the application to a rental officer, the Respondent has successfully reduced the amount of rental arrears by more than half by making large payments in both November and December. As a result, the Applicant's representative withdrew their request for termination of the tenancy agreement and eviction.

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 rent when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$300. The rental arrears represent approximately four months' subsidized rent.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$300 and requiring the Respondent to pay rent on time in the future.

Adelle Guigon
Rental Officer