

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

OZ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant
LE, representing the Applicant

Date of Decision: March 7, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against OZ as the Respondent/Tenant was filed by the Rental Office January 2, 2019. 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 February 11, 2019.

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

A hearing scheduled for February 20, 2019, was adjourned at the request of the Respondent. The hearing was re-scheduled for March 7, 2019, by three-way teleconference. TM and LE appeared representing the Applicant. OZ was served notice of the hearing by registered mail deemed served March 1, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). Neither a telephone number nor an email address was available for the Respondent. 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 Act.

Tenancy agreement

The Applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 4, 2013. I am satisfied a valid tenancy agreement is in place in accordance with 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 \$580 per month. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy.

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 in full when due and has accumulated rental arrears in the amount of \$615. That amount represents approximately two months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay rent in full when due and the amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representatives acknowledged that the Respondent has made significant successful efforts to pay down the rental arrears since the Application was filed, and consequently the Applicant's representatives requested that the termination and eviction orders be conditional on the Respondent paying the rental arrears in full and paying future rent on time. Under the circumstances, I am in agreement with the Applicant's representatives that the requested conditional termination and eviction orders is reasonable.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$615 (p. 41(4)(a));
- requiring the Respondent to pay future subsidized rent on time (p. 41(4)(b));
- terminating the tenancy agreement June 30, 2019, unless the rental arrears are paid in full and the subsidized rents for April, May, and June are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises July 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer