

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

GW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 20, 2019
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant GW, Respondent
<u>Date of Decision:</u>	February 20, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against GW 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 5, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due 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 February 20, 2019, in Behchoko. TM and LE appeared representing the Applicant. GW appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized housing under the Homeownership Entry Level Program (HELP) commencing June 1, 2014. 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 made against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$375 per month. Either insufficient payments or no payments were received in nine 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. She made a commitment to have the rental arrears paid in full by the end of May, and to ensure the monthly subsidized rents are paid in full and on time going forward.

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 \$2,225. That amount represents approximately six months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and the amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representatives, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future monthly subsidized rents on time.

Termination of the tenancy agreement and eviction

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,225 (p. 41(4)(a));
- requiring the Respondent to pay monthly subsidized rents on time in the future (p. 41(4)(b));
- terminating the tenancy agreement May 31, 2019, unless the rental arrears are paid in full and the monthly subsidized rents for March, April, and May are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises June 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer