

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

KM

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 KM, 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 KM 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. KM appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing December 4, 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 \$845 per month. Either insufficient payments or no payments have been received in 10 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. He committed to paying at least \$150 per month towards the rental arrears and paying future monthly subsidized rents on time.

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 rent and has accumulated rental arrears in the amount of \$5,623. That amount represents approximately eight months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated 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 Applicant's representatives, the termination and eviction orders will be conditional on the Respondent paying at least \$150 per month towards the rental arrears and paying future monthly subsidized rents on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,623 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement June 30, 2019, unless at least \$150 is paid per month towards the rental arrears and the monthly subsidized rents for March to 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