

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

**BAW**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 21, 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 BAW, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 21, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against BAW as the Respondent/Tenant was filed by the Rental Office January 30, 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 March 14, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent 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 March 21, 2019, in Behchoko. TM and LE appeared representing the Applicant. BAW appeared as Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing January 22, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease ledger and lease balance statement (rent 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 \$345 per month. Either insufficient payments or no payments were made in 14 of the last 18 months of the tenancy.

At hearing, the Applicant claimed an amount of rental arrears including an amount that remained outstanding from a prior joint tenancy agreement. The joint tenancy agreement ended when the sole tenancy agreement started, which was approximately 27 months ago. Section 68(1) of the Act requires that an application to a rental officer be made within six months of the date a tenancy ends. As such, the application with respect to the rental arrears that accumulated under the joint tenancy agreement is well past the six-month time limitation and I am of the opinion that it would not be fair to grant such a long extension to the time for making the application.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She committed to continuing to comply with the terms of a last chance agreement that was entered into between the parties January 3, 2019, which requires the Respondent to pay \$150 per month towards the rental arrears in addition to paying the monthly subsidized rent.

I am satisfied the rent documents accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$4,321. That amount represents approximately 13 months' subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent when due 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 \$150 per month towards the rental arrears and paying the monthly subsidized rents on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,321 (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 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)).

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Adelle Guigon  
Rental Officer