

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

**ASC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 10, 2019

**Place of the Hearing:** Fort Simpson, Northwest Territories

**Appearances at Hearing:** KK, representing the Applicant

**Date of Decision:** April 10, 2019

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against ASC as the Respondent/Tenant was filed by the Rental Office January 10, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail signed for February 8, 2019.

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 the rental arrears, termination of the tenancy agreement, and eviction.

A hearing scheduled for February 7, 2019, was cancelled due to the Applicant's failure to provide proof of service of the filed application and notice of hearing on the Respondent in advance of the hearing. The hearing was re-scheduled to April 10, 2019, in Fort Simpson. KK appeared representing the Applicant. ASC was sent notice of the hearing by registered mail. Neither a telephone number nor an email address were available for the Respondent. The Respondent was deemed served with the notice of hearing April 4, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). 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 representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 17, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous order*

Rental Officer Order Number 10-15089 issued June 13, 2016, required the Respondent to pay rental arrears in the amount of \$3,605; required the respondent to pay future rent on time; terminated the tenancy agreement September 30, 2016, unless the rental arrears were paid in full and the monthly subsidized rents for July, August, and September were paid on time; and evicted the Respondent from the rental premises October 1, 2016, if the termination of the tenancy agreement became effective. Despite the Respondent's failure to comply with the monetary requirements of the order, the Applicant chose not to enforce the termination and eviction orders, clearly permitting the tenancy to continue uninterrupted and effectively re-instating the tenancy as of October 1, 2016.

*Rental arrears*

The lease balance statement entered into evidence represents 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 \$890 per month. No payments have been received in any of the last 12 months of the tenancy. The last payment that was received was recorded April 13, 2018, in the amount of \$320.

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 the rent, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$8,989.50. That amount represents approximately 12 months' subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$8,989.50 (p. 41(4)(a));
- terminating the tenancy agreement April 30, 2019 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises May 1, 2019 (p. 63(4)(a)).

---

Adelle Guigon  
Rental Officer