

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

CL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 3, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the Applicant
CL, Respondent

Date of Decision: April 3, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against CL as the Respondent/Tenant was filed by the Rental Office February 15, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent March 6, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 3, 2019, in Yellowknife. JS appeared representing the Applicant. CL appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing February 10, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

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 \$80 per month. No payments were received in eight 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.

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 and has accumulated rental arrears in the amount of \$440. That amount represents approximately six months' subsidized rent.

Damages

The Applicant claimed costs in the amount of \$60.64 for replacing the lock to the rental premises in January 2018. The Respondent did not dispute this claim, accepting responsibility for it.

I am satisfied the Respondent is responsible for the lock needing to be changed, and that the costs of repair have not yet been paid. I find the Respondent liable to the Applicant for the costs of replacing the lock in the amount of \$60.64.

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 representative, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears and costs of repairs in the total amount of \$500.64 (p. 41(4)(a), p. 42(3)(e));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement July 31, 2019, unless the rental arrears of \$440 are paid in full and the monthly subsidized rents for April to July are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises August 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer