

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

**KV**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 16, 2019

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

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

**Date of Decision:** April 16, 2019

**REASONS FOR DECISION**

An application to a rental officer made by FMHA on behalf of the NTHC as the Applicant/Landlord against KV as the Respondent/Tenant was filed by the Rental Office February 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the Respondent by registered mail signed for April 4, 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 rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for April 16, 2019, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the Applicant. KV was served notice of the hearing by registered mail signed for April 4, 2019. 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 *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for market rental housing commencing February 5, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous order*

Rental Officer Order Number 15980 issued May 30, 2018, required the Respondent to pay rental arrears in the amount of \$2,340; required the Respondent to pay future rent on time; and terminated the tenancy agreement August 31, 2018, unless the rental arrears were paid in full and the monthly rents for June, July, and August were paid on time.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. Rent was established at \$1,280 per month. The last zero balance on the statement appears to have been recorded November 30, 2018. The rental arrears at the time that the application to a rental officer was made were \$2,560, which represents approximately two months' rent. The only payments on the statement since the last zero balance were recorded March 25, 2019, in the amount of \$900 and March 6, 2019, in the amount of \$3,840. Those two payments reduced the rental arrears to the current balance of \$1,660, which represents more than one month's rent.

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 when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$1,660.

### *Termination of the tenancy agreement and eviction*

In light of the Respondent's failure to pay the rent when due and failure to comply with a rental officer order to pay future rent on time, 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 tiered conditional orders dependent on the Respondent paying the rental arrears in and paying future rents on time.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,660 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement:
  - (a) May 31, 2019, unless the rental arrears are paid in full and the monthly rent for May is paid on time; and

- (b) August 31, 2019, unless the monthly rents for June, July, and August are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises:
  - (a) on or after June 1, 2019, if the tenancy agreement between the parties is terminated in accordance with paragraph 3(a) of this order; and
  - (b) on or after September 1, 2019, if the tenancy agreement between the parties is terminated in accordance with paragraph 3(b) of this order (p. 63(4)(a), ss. 83(2)).

---

Adelle Guigon  
Rental Officer