

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

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 2, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RB, representing the Applicant
MM, Respondent
MB, on behalf of the Respondent

Date of Decision: April 2, 2019

REASONS FOR DECISION

An application to a rental officer made by YDFNHD on behalf of the NTHC as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office October 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Dettah, Northwest Territories. The filed application was served on the Respondent by registered mail signed for November 9, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay the 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, conditional termination of the tenancy agreement, and conditional eviction.

A hearing scheduled for December 11, 2018, was adjourned *sine die* at the request of the Applicant in order for them to provide tenancy agreements proving the tenancy and lease balance statements proving rental arrears accumulated prior to April 1, 2012. The hearing was re-scheduled to April 2, 2019. RB appeared representing the Applicant. MM appeared as Respondent, with MB appearing on his behalf.

Tenancy agreement

The parties agreed and evidence was presented establishing residential tenancy agreements between them commencing April 1, 2007. The tenancy agreements between April 1, 2007, and March 31, 2012, were joint tenancy agreements with both MM and MB. A sole tenancy with MM commenced as of April 1, 2012. I am satisfied there is a valid sole tenancy agreement 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 \$75 per month. There have been no payments made in 11 of the last 24 months of the tenancy.

The lease balance statements included a simply accounting charge of \$950.24 recorded March 31, 2015. No evidence was provided substantiating the source of this charge, therefore, that amount was deducted from the statement balance.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent also confirmed at hearing that all payments made were expected to be applied against the oldest rental arrears first. To clarify, rental arrears accumulated under the joint tenancy agreement had been carried forward to the rent account for the sole tenancy agreement.

I am satisfied the adjusted lease balance statements accurately reflect the current status of the Respondent's sole tenancy agreement rent account. I find the Respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$5,482.21. That amount represents approximately 74 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent in full 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. The Applicant's representative confirmed their request for conditional termination and eviction orders over six months dependent on the Respondent making monthly payments towards the rental arrears and paying future rent on time. The Respondent committed to paying \$125 per month towards the rental arrears in addition to paying the monthly subsidized rents on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,482.21 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement October 31, 2019, unless at least \$125 is paid per month towards the rental arrears and the monthly subsidized rents are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises November 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer