

IN THE MATTER between **NTHC**, Applicant, and **BD**, 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, regarding a rental premises located within the **community of Dettah in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

- and -

BD

Respondent/Tenant

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to paragraph 41(4)(a) of the *Residential Tenancies Act*, the Respondent must pay to the Applicant rental arrears in the amount of \$5,539.66 (five thousand five hundred thirty-nine dollars sixty-six cents).
2. Pursuant to paragraph 41(4)(b) of the *Residential Tenancies Act*, the Respondent must pay their rent on time in the future.
3. Pursuant to paragraph 41(4)(c) and subsection 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate October 31, 2019, and the Respondent must vacate the rental premises on or before that date, unless at least \$25.00 (twenty-five dollars) is paid per month towards the rental arrears and the monthly subsidized rents for April to October are paid on time.

4. Pursuant to paragraph 63(4)(a) and subsection 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 3 of this order, the Respondent will be evicted from the rental premises known as Unit 102 in Dettah, Northwest Territories, on or after November 1, 2019.

DATED at the City of Yellowknife in the Northwest Territories this 30th day of May 2019.

Adelle Guigon
Rental Officer

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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-

BD

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

Date of Decision: April 2, 2019

REASONS FOR DECISION

An application to a rental officer made by YDFNHD as the Applicant/Landlord against BD 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 16, 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, 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 so that they could 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, in Yellowknife. RB appeared representing the Applicant. BD was served notice of the hearing by registered mail signed for March 20, 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 subsidized public housing commencing April 1, 2006. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The statements of account and lease balance statements (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 \$75 per month. No payments were made in six of the last 12 months of the tenancy, and either insufficient payments or no payments were made in 50 of the last 76 months of the tenancy.

The rent statements included outstanding charges for costs of repairs in the amount of \$595.10 and simply accounting charges in the amount of \$720. No evidence was presented establishing either the nature of the damages or explaining what the simply accounting charges are for. The rent statements were adjusted by deducting a total of \$1,315.10 from the balance.

I am satisfied the adjusted rent statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent in full when due and has accumulated rental arrears in the amount of \$5,539.66. 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 a six-month period dependent on the Respondent making monthly payments towards the rental arrears and paying future rent on time. In the Respondent's absence, the Applicant's representative indicated they would be satisfied with at least \$25 being paid per month towards the rental arrears.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,539.66 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement October 31, 2019, unless at least \$25 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