

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

TC

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
TC, 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 TC 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 21, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay the full amount of rent when due and had accumulated rental arrears. An order was sought for payment of the 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 pending submission of tenancy agreements proving the tenancy and lease balance statements proving rental arrears accumulated prior to April 1, 2012. The hearing was rescheduled to April 2, 2019, in Yellowknife. RB appeared representing the Applicant. TC appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2010. I am satisfied a valid tenancy agreement is 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 \$345 per month. Either insufficient payments or no payments have been received in nine 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. The Respondent testified that she had just made a payment of \$270 against her rent account which was not reflected on the lease balance statements. The Applicant's representative agreed to deduct that amount from the balance.

I am satisfied the adjusted lease balance 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 \$12,501.34. That amount represents approximately 31 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay rent in full when due and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement. The Applicant's representative confirmed their desire for the termination and eviction orders to be conditional for a six-month period, dependent on the Respondent making regular monthly payments towards the rental arrears and paying the monthly subsidized rents on time. The Respondent committed to paying \$50 per month towards the rental arrears in addition to paying the monthly subsidized rents.

Orders

An order will issue:

requiring the Respondent to pay rental arrears in the amount of \$12,501.34 (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 \$50 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