

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

LW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 16, 2019

Place of the Hearing: Sachs Harbour, Northwest Territories

Appearances at Hearing: BL, representing the Applicant

Date of Decision: April 16, 2019

REASONS FOR DECISION

An application to a rental officer made by SHHA on behalf of the NTHC as the Applicant/Landlord against LW as the Respondent/Tenant was filed by the Rental Office March 4, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Sachs Harbour, Northwest Territories. The filed application was personally served on the Respondent April 8, 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. An order was sought for payment of rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 16, 2019, in Sachs Harbour. The Rental Officer appeared by telephone. BL appeared by telephone representing the Applicant. LW was personally served notice of the hearing April 8, 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, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 16021 issued June 14, 2018, required the Respondent to pay rental arrears in the amount of \$3,984.81 and required the Respondent to pay future rent on time. One payment has been applied against these ordered rental arrears, leaving an outstanding balance under this order of \$3,054.81.

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 \$70 per month. No payments have been received in 11 of the last 12 months. The last payment received against this account was recorded November 21, 2018, in the amount of \$1,000, of which \$930 was applied against the rental arrears ordered paid under Rental Officer Order Number 16021.

On November 14, 2018, the parties entered into a last chance agreement in which the Respondent acknowledged rental arrears at the time in the amount of \$4,334.81 and agreed to pay \$70 by November 19, 2018, and \$70 per month thereafter towards the rental arrears, in addition to the monthly subsidized rents. The Respondent has not complied with the terms of the last chance agreement.

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, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the total amount of \$3,684.81. I neglected at the hearing to account for the remaining balance of rental arrears covered by Rental Officer Order Number 16021, which remains enforceable and which I do not have authority under the Act to rescind. The order issued under this application will reflect the rental arrears accumulated since the last rental officer order was issued, which amounts to \$630.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent, the Respondent's failure to comply with a rental officer order to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated and continue to accumulate, I am satisfied termination of the tenancy agreement and eviction are justified. At the request of 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 accumulated since the last rental officer order was issued in the amount of \$630 (p. 41(4)(a));
- 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 are paid in full and the monthly subsidized rents for May, June, and 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