

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

**NM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 2, 2019

**Place of the Hearing:** Tulita, Northwest Territories

**Appearances at Hearing:** DY, representing the Applicant  
NM, Respondent

**Date of Decision:** May 2, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against NM as the Respondent/Tenant was filed by the Rental Office March 15, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent April 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, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 2, 2019, in Tulita. The Rental Officer appeared by telephone. DY appeared representing the Applicant. NM appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 13, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *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 \$325 per month. Either insufficient payments or no payments were received in 10 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. She explained that she has been unemployed since February, and previously had been making such low income that she claimed she had to choose between paying rent or buying food. The Respondent testified that she will be starting employing on a 6-week camp rotation by May 15, 2019, and committed to paying the rent plus \$50 each month going forward.

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 the rent and has accumulated rental arrears in the amount of \$2,285. That amount represents approximately seven months' subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant, the termination and eviction orders will be conditional on the Respondent paying at least \$50 per month towards the rental arrears and paying future rent on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,285 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement August 31, 2019, unless at least \$50 is paid each 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 September 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer