

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: April 2, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RB, representing the Applicant
NM, 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 NM 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 Yellowknife, 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 rent 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 12, 2018, was adjourned *sine die* at the Applicant's request so that they could provide proof of the tenancy prior to April 1, 2012. The hearing was re-scheduled to April 2, 2019, in Yellowknife. RB appeared representing the Applicant. NM appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2008. 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 \$75 per month. No payments were received in seven of the last 24 months of the tenancy.

The lease balance statement also included a Simply Accounting adjustment charge of \$466.85 recorded March 31, 2015, and tenant damages charges totalling \$534.68 recorded December 17, 2012, and March 20, 2013. No evidence was provided establishing either what the charges are specifically for or how the Respondent is responsible for them. The total amount of \$1,001.53 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 has already shown her commitment to making regular monthly payments towards the rental arrears and paying her rent on time by having done so since at least December 2018.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent when due and has accumulated rental arrears in the amount of \$4,524.48. That amount represents approximately 60 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's historical failure to pay the rent 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. I am in agreement with the Applicant's representative that conditional termination and eviction orders are appropriate in the circumstances. The Applicant's representative confirmed their request for the conditional termination and eviction orders to be for a six months. The Respondent committed to paying at least \$100 per month towards the rental arrears and to paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,524.48 (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 \$100 is paid per month towards the rental arrears and the monthly subsidized rents for April to October 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