

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

MTB

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
MTB, 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 MTB 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 13, 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 evidence of the tenancy commencing and rental arrears accumulating prior to April 1, 2012. The hearing was re-scheduled to April 2, 2019, in Yellowknife. RB appeared representing the Applicant. MTB appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing January 5, 2001. 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 and client aged detail (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 \$345 per month. Either insufficient payments or no payments were made towards monthly rent throughout the lengthy tenancy, although there have been noticeably consistent efforts to pay the rent in the last year. The rental arrears began accumulating shortly after the tenancy agreement began.

The rent statements included \$120 in NSF charges. NSF charges are disallowed under the Act. That amount was deducted from the rent statements balance.

The rent statements included undefined charges from 2005 and 2006 totalling \$767.56 and Simply Accounting adjustment charges totalling \$1,747.73 from March 2015. No evidence was provided explaining either of the charges. The total amount of \$2,515.29 was deducted from the rent statements balance.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The rent statements support the Respondent's recent commitment to make payments towards the rental arrears and to pay the monthly rent on time.

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 the rent and has accumulated rental arrears in the amount of \$38,513.20. That amount represents approximately eight years' 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. The Applicant's representative confirmed their request for longer term conditional termination and eviction orders dependent on the Respondent making payments towards the rental arrears and paying future rent on time. The Respondent committed to paying at least \$155 per month towards the rental arrears and to paying the monthly subsidized rents on time in the future.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$38,513.20 (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 \$155 is paid each 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