

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

**DL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 3, 2019

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

**Appearances at Hearing:** JS, representing the Applicant  
DL, Respondent

**Date of Decision:** April 3, 2019

**REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office February 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent March 6, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 3, 2019, in Yellowknife. JS appeared representing the Applicant. DL appeared as Respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing May 19, 2011. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears and costs of repairs*

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 \$80 per month. No payments were received in eight of the last 12 months of the tenancy.

However, the Applicant's representative confirmed that the Respondent had in fact paid all rental arrears and claimed costs of repairs in full and currently does not carry any arrears. The lease balance statement was adjusted accordingly. Consequently, the Applicant's representative withdrew their requests for payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction, and instead sought only an order for payment of future rent on time.

The Respondent did not dispute the accuracy of the Landlord's accounting, nor did she dispute her repeated failure to pay the rent when due.

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 the rent when due.

*Order*

An order will issue requiring the Respondent to pay rent on time in the future.

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Adelle Guigon  
Rental Officer