

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

MAG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 4, 2019

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: AH, representing the Applicant

Date of Decision: June 4, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against MAG as the Respondent/Tenant was filed by the Rental Office April 9, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served May 17, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for June 4, 2019, in Fort Smith. AH appeared representing the Applicant. MAG was sent notice by registered mail deemed served May 17, 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 (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 18, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 15440 issued March 8, 2017 required the Respondent to pay rental arrears; required the Respondent to pay future rent on time; terminated the tenancy agreement June 30, 2017, unless the rental arrears were paid in full and future rent was paid on time; and evicted the Respondent from the rental premises July 1, 2017, if the termination of the tenancy agreement became effective.

Rental Officer Order Number 15919 issued April 18, 2018, required the Respondent to pay rental arrears; required the Respondent to pay future rent on time, required the Respondent to pay costs of repairs; terminated the tenancy agreement July 31, 2018, unless the rental arrears were paid in full and future rents were paid on time; and evicted the Respondent from the rental premises August 1, 2018, if the termination of the tenancy agreement became effective.

Rental Officer Order Number 16131 issued October 8, 2018, required the Respondent to pay rental arrears.

Rental arrears and repairs

No lease balance statement was entered into evidence in advance of the hearing. The Applicant's representative testified that although the Respondent did carry rental arrears and had not paid for costs of repairs at the time the application to a rental officer was made, the Respondent has since then made several payments which collectively result in a current credit balance on the Respondent's rent account. As a result, the Applicant's representative withdrew their request for orders to pay rental arrears, for termination of the tenancy agreement, and for eviction, seeking only an order for future rent to be paid on time.

I am satisfied the Respondent has failed to pay rent on time. An order will issue requiring the Respondent to pay rent on time in the future.

Adelle Guigon
Rental Officer