

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

LN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 21, 2019

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

Date of Decision: May 21, 2019

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the Applicant/Landlord against LN as the Respondent/Tenant was filed by the Rental Office March 27, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served May 3, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for May 21, 2019, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the Applicant. LN was sent notice of the hearing by registered mail deemed served May 3, 2019. No phone number or email address was provided for the Respondent. 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 Act.

Tenancy agreement

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 11, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15542 issued April 26, 2017, required the Respondent to pay rental arrears in the amount of \$962, required the Respondent to pay future rent on time, and required the Respondent to comply with the obligation to report the total household income and not to breach that obligation again.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rent has been subsidized and is currently assessed at \$325 per month. Either insufficient payments or no payments were received in all of the last nine months of the tenancy.

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 rent, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$1,966.47. That amount represents approximately six months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent in full when due, the Respondent's failure to comply with a rental officer order, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied conditional termination of the tenancy agreement and eviction are justified. I am not satisfied an order for compensation for use and occupation is justified. The termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,966.47 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement August 31, 2019, unless the rental arrears are paid in full and the monthly subsidized rents for June, July, and August 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)).

Adelle Guigon
Rental Officer