

IN THE MATTER between **NSHC**, Applicant, and **BL**, 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:

NSHC

Applicant/Landlord

-and-

BL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 4, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RB, representing the Applicant
KPD, representing the Applicant
BL, Respondent

Date of Decision: June 4, 2019

REASONS FOR DECISION

An application to a rental officer made by NSHC as the Applicant/Landlord against BL as the Respondent/Tenant was filed by the Rental Office April 30, 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 May 6, 2019.

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

A hearing was scheduled for June 4, 2019, in Yellowknife. RB and KPD appeared representing the Applicant. BL appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized housing commencing July 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The statement of account entered into evidence represents the Landlord's accounting of rental arrears accumulated under the Respondent's rent account. All rents have been subsidized and are currently assessed at \$135 per month, with the possibility of additional credits upon proof of having paid the monthly electricity bill. The last payment received against the Respondent's rent account was recorded September 4, 2018.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She committed to having the rental arrears paid in full by the end of the week.

I am satisfied the statement of account accurately reflects 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 \$885. That amount represents approximately seven months' 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. Given the Respondent's lack of communication with the Applicant until today, the Applicant's representative was initially resistant to permitting the tenancy agreement to continue. The Applicant's representative had little confidence in the Respondent's ability to comply with her obligation to pay the rent. After some discussion, the Applicant's representative agreed that tiered termination and eviction orders conditional on the Respondent paying the rental arrears by the end of June and paying future rent on time would not be unreasonable and would serve to hold the Respondent accountable for her obligations.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$885.00 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement:
 - (a) June 30, 2019, unless the rental arrears of \$885.00 are paid in full; and
 - (b) September 30, 2019, unless the monthly subsidized rents for July, August, and September are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises:
 - (a) July 1, 2019, if the tenancy agreement between the parties is terminated June 30, 2019; and
 - (b) October 1, 2019, if the tenancy agreement between the parties is terminated September 30, 2019 (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer