

IN THE MATTER between **NTHC**, Applicant, and **LA**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

LA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2019

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: KK representing the Applicant
LA as the Respondent

Date of Decision: June 12, 2019

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against LA 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 Fort Simpson, Northwest Territories. The filed application was served by registered mail on the Respondent signed for on May 24, 2019.

The Applicant claimed that the Respondents had rental arrears of \$1,250, and an order was sought for payment of rental arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for June 12, 2019 and both parties were provided notice of this hearing. Janice Laycock, Deputy Rental Officer, appeared by telephone. KK appeared representing the Applicant. LA appeared as the Respondent.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing between the parties starting on November 1, 2017. I am satisfied that a valid tenancy agreement is in place according to the *Residential Tenancies Act*.

Rental Arrears

The Lease Balance Statement entered into evidence shows a balance owing up to June 1, 2019 of \$1,250. According to this statement and the testimony of the Applicant, the Respondent's subsidized monthly rent has varied from \$610, to \$1,295 and is currently \$160. During their tenancy the Respondent has repeatedly not kept up with their full rent. The Respondent testified that they are on EI [assume this is employment insurance], and their income varies over the year as they work seasonally, out of town and they are paying \$800 each month for child maintenance.

A Last Chance Agreement was also provided as evidence dated August 10, 2018 and signed by both parties. Although the Respondent has not always kept to the terms of the agreement they have reduced their rental arrears from \$3,970 in August 2018 to \$1,250 at the beginning of June 2019. The tenant testified, and this was supported by the Applicant, that a payment of \$160 for June's rent had just been made, lowering their arrears to \$1090. The Respondent agreed to continue to pay off their arrears over the next months.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondent's rental account. I find that after the recent payment of \$160 for June's rent, the total rental arrears owing by the Respondent to the Applicant are \$1,090.

Termination of the Tenancy Agreement and Eviction

Based on the evidence presented I find that the Respondent has repeatedly failed to pay their rent when due and has accumulated rental arrears. For this reason I am satisfied that termination of the tenancy agreement and eviction are justified. However, I find that the Respondent has made a concerted effort over the last months to pay off their arrears. Considering this, and the agreement of the Applicant to work with the Respondent, termination and eviction will be conditional on the Respondent paying off their rental arrears by the end of October and paying rent on time in the future.

Orders

An order will be issued:

- requiring the Respondent to pay their rental arrears in the amount of \$1,090 and paying their rent on time in the future (p. 41(4)(a) and p. 41(4)(b));
- terminating the tenancy agreement October 31, 2019 unless the rental arrears are paid in full and rents for July, August, September and October are paid on time (p. 41(4)(c), 83(2)) ; and
- evicting the Respondent from the rental premises on November 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

Janice Laycock
Deputy Rental Officer