

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

CG

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
CG 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 CG 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 23, 2019.

The Applicant claimed that the Respondent had rental arrears of \$992, 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. CG appeared as the Respondent.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing between the parties starting on April 1, 2012 and continuing month to month. 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 an updated balance owing up to June 1, 2019 of \$852. According to this statement and the testimony of the Applicant the Respondent has repeatedly not paid their subsidized rent when due. The statement shows that there were no regular payments of the subsidized monthly rent of \$80 between October 2017 and February 2019, but payments totalling \$500 were made in March and May, 2019. The Respondent testified that they are making efforts to pay off their arrears and would continue to do so.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondent's rental account. I find that the total rental arrears owing by the Respondent to the Applicant are \$852.

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, considering recent efforts to pay rent and arrears, 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 September 2019 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 \$852 and paying their rent on time in the future (p. 41(4)(a) and p. 41(4)(b));
- terminating the tenancy agreement September 30, 2019 unless the rental arrears are paid in full and rents for July, August and September are paid on time (p. 41(4)(c), 83(2)) ; and
- evicting the Respondent from the rental premises on October 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

Janice Laycock
Deputy Rental Officer