

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

AC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 18, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DM, representing the Applicant
AC, Respondent

Date of Decision: June 18, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against AC 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 Wrigley, Northwest Territories. The filed application was personally served on the Respondent May 22, 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, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 18, 2019, by three-way teleconference. DM appeared representing the Applicant. AC appeared as Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 2, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 16007 issued April 5, 2018, required the Respondent to pay rental arrears in the amount of \$750 and required the Respondent to pay rent on time in the future. The monetary order remains enforceable if it is filed with the Supreme Court of the Northwest Territories by April 2021.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account as of April 5, 2019. All rents have been subsidized and are currently assessed at \$75 per month. No payments were received in six of the 12 months between May 2018 and April 2019. The parties agreed at hearing that some payments had been received since the application to a rental officer was filed which reduced the rental arrears from \$925 to the current balance of \$750.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She confirmed "the same story as last time" she was brought before me, that she is a single mom with several young children who is barely getting by with her Child Tax Benefit and a part-time job at the school. She has been experiencing physical abuse at the hands of her former spouse, claims verbal and emotional abuse from others, and a general lack of support from both her family and friends and the community as a whole.

I find the Respondent has repeatedly failed to pay the rent when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$750. That amount represents approximately 10 months' subsidized rent. Given that the previous rental officer order covers the exact amount of rental arrears that remain outstanding, and that the previous rental officer order remains enforceable, an order will not issue for payment of the rental arrears under this application.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent, the Respondent's failure to comply with a rental officer order, and the substantial amount of subsidized rental arrears that remain outstanding, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representative agreed to a conditional termination and eviction order, when the Respondent committed to paying at least \$500 towards the arrears over the next two paydays. By agreement with the parties, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future rents on time.

Orders

An order will issue:

- requiring the Respondent to pay future rent on time (p. 41(4)(b));

- terminating the tenancy agreement December 31, 2019, unless the rental arrears of \$750 are paid in full and the monthly subsidized rents for July to December are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises January 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer