

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

**CS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 16, 2019

**Place of the Hearing:** Hay River, Northwest Territories

**Appearances at Hearing:** AS, representing the Applicant  
CS, Respondent

**Date of Decision:** July 16, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against CS as the Respondent/Tenant was filed by the Rental Office May 24, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for July 8, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full 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, eviction, and compensation for use and occupation.

A hearing was scheduled for July 16, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. CS appeared as Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *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. All rents have been subsidized and are currently assessed at \$365 per month as of July 2019 (they were previously assessed at \$80 per month). Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

The Applicant's representative testified that since filing of the application the Respondent has successfully resolved all her rental arrears. As a result, the Applicant's representative withdrew their request for an order for payment of the rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation. The Applicant is now seeking only an order to pay future rent on time.

The Respondent did not dispute the accuracy of the Landlord's accounting, accepting responsibility for the repeated pattern of failing to pay the rent when it's due.

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 the rent when due. An order will issue requiring the Respondent to pay her future rent on time.

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Adelle Guigon  
Rental Officer