

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

GM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 17, 2019

Place of the Hearing: Fort Providence, Northwest Territories

Appearances at Hearing: RMV, representing the Applicant
GM, Respondent

Date of Decision: July 17, 2019

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against GM as the Respondent/Tenant was filed by the Rental Office May 27, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent June 17, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. 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 July 17, 2019, in Fort Providence. The Rental Officer appeared by telephone. RMV appeared representing the Applicant. GM appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 1, 2012. 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 15370 issued February 9, 2017, required the Respondent to pay rental arrears in the amount of \$216 and required the Respondent to pay rent on time in the future.

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 were assessed at \$75 per month up to and including for June 2019 and are currently assessed at \$345 per month as of July 2019. No payments were received in eight of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He confirmed he has sought financial assistance from Income Support which should be starting to make payments on his behalf towards his rent. The Respondent also confirmed that he is scheduled to start working again this weekend, and expects to be able to pay the rental arrears in full within the next two or three weeks.

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 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 \$645. That amount represents approximately five months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due and the amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with both parties, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$645 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement August 31, 2019, unless the rental arrears are paid in full and the monthly subsidized rent for August is paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises September 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer