

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

TM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 17, 2019
<u>Place of the Hearing:</u>	Fort Providence, Northwest Territories
<u>Appearances at Hearing:</u>	RMV, representing the Applicant
<u>Date of Decision:</u>	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 TM as the Respondent/Tenant was filed by the Rental Office May 28, 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 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 July 17, 2019, in Fort Providence. The Rental Officer appeared by telephone. RMV appeared representing the Applicant. TM was personally served notice of the hearing June 17, 2019. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

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 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 \$75 per month. The Applicant received a payment against the rent account on July 12, 2019, in the amount of \$300; the lease balance statement was adjusted accordingly. No payments were received in six of the last 12 months of the tenancy.

Since filing of the application to a rental officer, the Respondent has successfully reduced the total amount of rental arrears from \$300 to \$75. The remaining \$75 represents the rent for July. However, it is important to note that what payments have been received against the rent account have been several months apart: the last three payments were received July 12, 2019, for \$300, May 9, 2019, for \$75, and February 8, 2019, for \$75.

I am satisfied the adjusted 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. I find the Respondent has accumulated rental arrears in the amount of \$75, however, given that amount represents July's rent no order for payment will be issued.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due, I am satisfied conditional termination and eviction orders are justified, dependent on the Respondent paying future rent on time.

Orders

An order will issue:

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

Adelle Guigon
Rental Officer