

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

**HBJ**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 20, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AH, representing the Applicant

**Date of Decision:** August 20, 2019

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against HBJ as the Respondent/Tenant was filed by the Rental Office April 9, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail signed for May 14, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, 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 costs for repairs, termination of the tenancy agreement, and eviction.

The Applicant's representative and the Respondent both appeared for a hearing scheduled to take place June 4, 2019. The Applicant requested an adjournment as they were not ready to proceed. The hearing was re-scheduled for August 20, 2019, by three-way teleconference. AH appeared representing the Applicant. HBJ was served notice of the hearing by registered mail signed for August 6, 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 December 16, 2010. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous order*

Rental Officer Order Number 15567 issued April 18, 2017, required the Respondent to pay rental arrears in the amount of \$1,180 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 are currently assessed at \$365 per month. No payments have been received in 10 of the last 12 months of the tenancy.

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, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$3,505. That amount represents approximately 10 months' subsidized rent.

### *Damages*

No evidence was presented establishing either damages to the rental premises or costs associated with repairing alleged damages. The Applicant's claim for costs of repairs is denied.

### *Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay rent, the Respondent's failure to comply with a rental officer order, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, 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 \$3,505 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));

- terminating the tenancy agreement November 30, 2019, unless the rental arrears are paid in full and the monthly subsidized rents for September, October, and November are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises December 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer