

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

EM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 20, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	KK, representing the Applicant
<u>Date of Decision:</u>	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 EM 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 17, 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 rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing scheduled for June 18, 2019, was adjourned *sine die* when neither the Applicant nor Respondent appeared. The hearing was re-scheduled to August 20, 2019, by three-way teleconference. KK appeared representing the Applicant. EM was served notice of the hearing by registered mail deemed served August 7, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). 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 Act.

Tenancy agreement

The Applicant's representative testified that a residential tenancy agreement between the parties for subsidized public housing had commenced in June 2009. Previous rental officer orders made the same findings. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-12555 issued March 7, 2012, terminated the tenancy agreement March 31, 2012, unless outstanding household income reports were provided to the Landlord.

Rental Officer Order Number 10-12807 issued January 18, 2013, required the Respondent to pay rental arrears in the amount of \$6,095.37.

Rental Officer Order Number 10-14157 issued August 21, 2014, required the Respondent to pay rental arrears in the amount of \$6,760 in minimum monthly installments of \$100 starting in September 2014, and required the Respondent to pay future rent on time.

Rental Officer Order Number 10-14922 issued June 9, 2016, rescinded paragraph 1 of Rental Officer Order Number 10-14157 and required the Respondent to pay rental arrears in the amount of \$7,184.78 in minimum monthly installments of \$150 starting in July 2016; required the Respondent to pay future rent on time; terminated the tenancy agreement September 30, 2016, unless the rents and minimum monthly installments for July, August, and September were paid on time; and evicted the Respondent from the rental premises October 1, 2016, if the termination of the tenancy agreement became effective. Despite the Tenant's failure to comply with the monetary conditions, the Landlord did not enforce the termination and eviction orders. As such, the tenancy agreement was effectively reinstated as of October 1, 2016.

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 up to and including for June 2019 were subsidized and last assessed at \$345 per month. The rents for July and August were not included in the lease balance statement because the rents were not assessed subsidies because the Respondent failed to report his income for the 2018 calendar year as required. The maximum monthly rent of \$1,545 for each of July and August were added to the lease balance statement at hearing. No payments were received in 9 of the last 12 months of the tenancy, and not enough was paid in one of the 12 months. The last payment received against the rent account that was not garnished from CRA remittances was recorded March 12, 2019, in the amount of \$350.

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, has failed to comply with a rental officer order to pay rental arrears in minimum monthly installments, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$10,325.68. That amount represents approximately 36 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent, the Respondent's repeated failure to comply with a rental officer order, and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- rescinding paragraph 1 of Rental Officer Order Number 10-14922 and requiring the Respondent to pay rental arrears in the amount of \$10,325.68 (ss. 84(3), p. 41(4)(a));
- terminating the tenancy agreement September 30, 2019 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises October 1, 2019 (p. 63(4)(a)).

Adelle Guigon
Rental Officer