

IN THE MATTER between **NTHC**, Applicant, and **VRF**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

VRF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 21, 2019

Place of the Hearing: Tulita, NT

Appearances at Hearing: SD and DY for the Applicant

Date of Decision: August 21, 2019

REASONS FOR DECISION

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against VRF as the Respondent/Tenant was filed by the Rental Office on June 20, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent August 14, 2019.

The applicant claimed that the Respondent had rental arrears and had not paid their rent or made an effort to address the arrears. An order was sought for payment of rental arrears as well as termination and eviction.

A hearing was scheduled for August 21, 2019 and both parties were provided notice. Janice Laycock, Deputy Rental Officer appeared by telephone. SD and DY appeared representing the Applicant. No one appeared for the Respondent. The hearing proceeded in their absence as provided for in section 80(2) of the *Residential Tenancies Act*.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing between the parties starting on December 9, 2016 and continuing month to month. Another tenancy agreement was signed by the parties August 22, 2018, also continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act*.

Rental Arrears

The Lease Balance Statement entered into evidence shows the Respondent's current subsidized rent is \$325.00 and they have a balance owing on August 1, 2019 of \$11,634.71. This balance includes three charges for tenant damage totalling \$2,521.74. The application did not include a claim for tenant damage, this amount was deducted from the balance owing. As a result total arrears owing are \$9,112.97.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondent's rental account. I find that the total rental arrears owing by the Respondent are \$9,112.97.

Termination of the Tenancy agreement and Eviction

Based on the evidence presented I find that the Respondent has repeatedly failed to pay their rent when due and has accumulated significant rental arrears. The Applicant has repeatedly notified the tenant of the arrears and in February 2019 the Respondent signed a Last Chance Agreement. Despite these efforts, the Respondent has only made sporadic and partial payments, and has made no payments at all in the last 8 months.

Due to the extensive arrears and the lack of any effort to pay rent or arrears the Applicant testified that they were unwilling to consider a conditional termination. Considering all of this, I am satisfied that termination and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay their rental arrears in the amount of \$9,112.97(p.41(4)(a));
- terminating the tenancy agreement September 1, 2019 (p. 41(4)(c); and
- evicting the Respondent from the rental premises on September 2, 2019 (p. 63(4)(a)).

Janice Laycock
Deputy Rental Officer