

IN THE MATTER between **NTHC**, Applicant, and **GH**, 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**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

GH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 12, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KO representing the Applicant

Date of Decision: December 12, 2019

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against GH as the Respondent/Tenant was filed by the Rental Office October 24, 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 on November 29, 2019.

The Applicant claimed the Respondent had rental arrears and an order was sought for payment of the rental arrears, payment of rent on time in the future, termination of the tenancy agreement, and eviction.

A hearing was held December 12, 2019, by three-way teleconference. Both parties were provided notice of the hearing. Janice Laycock, Rental Officer, and KO, representative of the Applicant, appeared by telephone. No one appeared for the Respondent. As the Respondent received notice by personal service on November 29, 2019, the hearing proceeded in their absence under section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing beginning on December 1, 2017. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to this statement, as of September 3, 2019, the Respondent's rent was \$345 per month and the total arrears were \$1,595. On September 25, 2019, a last chance agreement was signed by all parties. Under this agreement the Respondent agreed to make a one-time payment of \$160 and to pay \$250 per month on their arrears in addition to their rent payment.

At the hearing, the Applicant provided an updated lease balance statement with information on charges and payments to December 1, 2019. According to this statement, the Respondent complied with the last chance agreement and the current arrears are now \$1,150.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rental account. I find that rental arrears currently owing are \$1,150.

Termination and eviction

Based on the evidence and testimony of the Applicant, it is clear that the Respondent has repeatedly not paid rent or has paid only part of the rent. In the 19-month period from March 2018 to September 2019 the Respondent paid no rent or partial rent in 9 of the months. Based on this history, I am satisfied that termination of the tenancy agreement and eviction are justified. However, considering that the Respondent has complied with the last chance agreement, the termination and eviction orders will be conditional on the Respondent paying their rents for January, February, and March 2020 on time and paying off at least \$750 of their rental arrears during this period.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$1,150 and to pay their rent on time in the future (p. 41(4)(a) and p. 41(4)(b));
- terminating the tenancy agreement on March 31, 2020, unless at least \$750 of the rental arrears are paid and the rents for January, February, and March 2020 are paid on time (p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises on April 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

Janice Laycock
Rental Officer