

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

HA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2020

Place of the Hearing: Deline, Northwest Territories

Appearances at Hearing: DT, representing the Applicant
HA, Respondent
LA, for the Respondent

Date of Decision: January 8, 2020

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against HA as the Respondent/Tenant was filed by the Rental Office November 4, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent December 18, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent 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 held on January 8, 2020, in Deline. The Rental Officer appeared by telephone. DT appeared representing the Applicant. HA appeared as Respondent with LA appearing on his behalf.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing July 12, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rent and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$325 per month. Charges described as tenant damages totalling \$899.21 were included in the lease balance statement without either evidence supporting them or a claim being made in the application for them. That amount was deducted from the statement balance. No payments were received in 10 of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, although concerns were expressed for the manner and method in which the Landlord calculates the rent subsidies. It was clarified at the hearing that the Act does not govern the calculation of rent subsidies. Any questions or concerns regarding those calculations should be directed internally through the NTHC.

The Respondent explained that he currently has no source of income, and that he is a seasonal firefighter. The Respondent finds it difficult to keep up with his monthly rent commitments, but is working on a plan to access funding to resolve his debt and stabilize his financial commitments.

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 rent and has accumulated rental arrears in the amount of \$3,843.76. That amount represents approximately eight months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, given the Respondent's commitment to pay the arrears, and 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 \$3,843.76 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2020, unless the rental arrears are paid in full and the monthly subsidized rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises May 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer