

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

**CD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 19, 2021

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

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

**Date of Decision:** August 19, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against CD as the Respondent/Tenant was filed by the Rental Office July 19, 2021. 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 12, 2021.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, 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, termination of the tenancy, and eviction.

A hearing was held August 19, 2021, by three-way teleconference. DY appeared representing the Applicant. CD was personally served notice of the hearing August 12, 2021. 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 April 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous order*

Rental Officer Order #16169 was issued September 18, 2018, and order: the Respondent to pay rental arrears of \$1,252.75; the Respondent to pay their future rent on time; termination of the tenancy December 31, 2018, unless \$30 was paid towards the rental arrears and the monthly subsidized rents for October, November, and December were paid on time, and eviction January 1, 2019, if the termination of the tenancy became effective. Despite the Respondent's failure to comply with the conditions of the order, the Applicant did not enforce the termination and eviction orders. The tenancy was effectively reinstated as of January 1, 2019.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account as of July 8, 2021. The Applicant's representative testified that the subsidized rent for August has become due and that a payment of \$300 was received on August 5, 2021. The lease balance statement was adjusted accordingly. All rents have been subsidized and are currently assessed at \$790 per month. No payments have been received in 25 of the last 36 months of this tenancy.

The Applicant's representative testified that she did receive a phone call from the Respondent on August 4, 2021, during which the Respondent acknowledged her debt and promised to pay \$500 every two weeks (\$1,000 per month) towards the monthly rent and rental arrears. This would break down currently to \$790 for the subsidized rent and \$210 towards the rental arrears. The Respondent did make a payment on August 5, 2021, for \$300, but has yet to make any other payments.

It is of note that the rental arrears ordered paid under Rental Officer Order #16169 were not paid directly by the Respondent, but rather by garnishment of the Respondent's CRA remittances received March 12, 2020.

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, has failed to comply with a Rental Officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$5,533.79. That amount represents approximately 21 months' subsidized rent.

### *Termination of the tenancy and eviction*

In light of the Respondent's repeated failure to pay the 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 and eviction are justified. Given the Respondent's recent commitment to the Applicant to start making regular payments towards her rent account, the Applicant's representative is very cautiously optimistic the Respondent will follow through.

It was agreed to structure the termination and eviction orders in a tiered manner so as to give the Respondent the opportunity to prove she could comply with her obligations and commitments while ensuring the tenancy would not continue if she does not comply. The Respondent has paid \$300 of the \$1,000 she committed to pay in August, so the first tier will be to terminate the tenancy September 30, 2021, unless the Respondent pays the remaining \$700 for August plus the \$1,000 for September. The second tier will be to terminate the tenancy October 31, 2021, unless the Respondent pays the \$1,000 for October. The third tier will be to terminate the tenancy November 30, 2021, unless the Respondent pays the \$1,000 for November.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,533.79 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement:
  - (a) September 30, 2021, unless at least \$1,700.00 (one thousand seven hundred dollars) is paid towards the rental arrears and the subsidized rent for September;
  - (b) October 31, 2021, unless at least \$1,000.00 (one thousand dollars) is paid towards the rental arrears and the subsidized rent for October; and
  - (c) November 30, 2021, unless at least \$1,000.00 (one thousand dollars) is paid towards the rental arrears and the subsidized rent for November (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises:
  - (a) October 1, 2021, if the termination of the tenancy becomes effective September 30, 2021;
  - (b) November 1, 2021, if the termination of the tenancy becomes effective October 31, 2021; and
  - (c) December 1, 2021, if the termination of the tenancy becomes effective November 30, 2021 (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer

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The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, 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, termination of the tenancy, and eviction.

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#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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### *Rental arrears*

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The Applicant's representative testified that she did receive a phone call from the Respondent on August 4, 2021, during which the Respondent acknowledged her debt and promised to pay \$500 every two weeks (\$1,000 per month) towards the monthly rent and rental arrears. This would break down currently to \$790 for the subsidized rent and \$210 towards the rental arrears. The Respondent did make a payment on August 5, 2021, for \$300, but has yet to make any other payments.

It is of note that the rental arrears ordered paid under Rental Officer Order #16169 were not paid directly by the Respondent, but rather by garnishment of the Respondent's CRA remittances received March 12, 2020.

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, has failed to comply with a Rental Officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$5,533.79. That amount represents approximately 21 months' subsidized rent.

### *Termination of the tenancy and eviction*

In light of the Respondent's repeated failure to pay the 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 and eviction are justified. Given the Respondent's recent commitment to the Applicant to start making regular payments towards her rent account, the Applicant's representative is very cautiously optimistic the Respondent will follow through.

It was agreed to structure the termination and eviction orders in a tiered manner so as to give the Respondent the opportunity to prove she could comply with her obligations and commitments while ensuring the tenancy would not continue if she does not comply. The Respondent has paid \$300 of the \$1,000 she committed to pay in August, so the first tier will be to terminate the tenancy September 30, 2021, unless the Respondent pays the remaining \$700 for August plus the \$1,000 for September. The second tier will be to terminate the tenancy October 31, 2021, unless the Respondent pays the \$1,000 for October. The third tier will be to terminate the tenancy November 30, 2021, unless the Respondent pays the \$1,000 for November.

### *Orders*

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### *Termination of the tenancy and eviction*

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