

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

CM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: December 16, 2021

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against CM as the Respondent/Tenant was filed by the Rental Office November 16, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in K'atlodeeche First Nation, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 7, 2021.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears and payment of future rent on time.

A hearing was held December 16, 2021, by three-way teleconference. AS appeared representing the Applicant. CM was served notice of the hearing by registered mail signed for December 7, 2021. The Respondent did not appear, nor did anyone appear on behalf of the Respondent. 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 February 12, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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. All rents have been subsidized and were last assessed at \$75 per month. No payments have been made in 7 of the last 12 months of the tenancy.

The Applicant entered into evidence an agreement to pay that was entered into by the parties on April 1, 2021, in which the Respondent acknowledged rental arrears at the time of \$250 and agreed to pay \$25 per month towards the rental arrears starting in April 2021. The lease balance statement shows that the Respondent failed to comply with this agreement.

The Applicant further testified at the hearing that the Respondent has been given every opportunity to resolve the arrears and pay her rent on time. The Respondent's promises to fulfill her obligation to pay rent have repeatedly been broken. The Applicant has given the Respondent more leeway that would normally be offered given her personal situation as a single mother with a disabled child and not a lot of support. The Applicant's representative acknowledged the Respondent has definitely been trying to do the best she can to provide for her family and meet her obligations, but needs to follow through on her commitments and keep the lines of communication open with the Landlord.

I am satisfied the 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 when due and has accumulated rental arrears in the amount of \$265. That amount represents approximately four months' subsidized rent.

Order

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$265 (p. 41(4)(a)); and
- requiring the Respondent to pay her rent on time in the future (p. 41(4)(b)).

Adelle Guigon
Rental Officer