

IN THE MATTER between **NTHC**, Applicant, and **JS**, 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, regarding a
rental premises located within the **community of K'atlodeeche First Nation in the
Northwest Territories;**

BETWEEN:

NTHC

Applicant/Landlord

-and-

JS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 11, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	January 11, 2023

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against JS as the Respondent/Tenant was filed by the Rental Office October 24, 2022. 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, deemed served November 28, 2022, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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, payment of future rent on time, conditional termination of the tenancy, and eviction. At the hearing, the Applicant withdrew their request for an eviction order.

The hearing scheduled for December 6, 2022, was postponed at the Respondent's request and by agreement with the Applicant. The hearing was rescheduled and held January 11, 2023, by three-way teleconference. AS appeared representing the Applicant. JS was sent notice of the hearing by registered mail, deemed served December 16, 2022. 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 Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 6, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order #17231 was issued May 11, 2021, ordering the Respondent to pay rental arrears of \$666 and to pay her future rent on time. The monetary order was satisfied after the monthly subsidized rents were reassessed.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$75 per month. No payments have been received in 5 of the last 12 months of the tenancy.

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 rent when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$325. That amount represents approximately five months' subsidized rent.

Termination of the tenancy agreement

In light of the Respondent's repeated failure to pay the rent, the amount of rental arrears that have accumulated, and the failure to comply with a rental officer order, I am satisfied termination of the tenancy agreement is justified. By agreement with the Applicant's representative, the termination of the tenancy will be conditional on the Respondent paying the rental arrears in full and paying her future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$325 (p. 41(4)(a));
- requiring the Respondent to pay her future rent on time (p. 41(4)(b)); and
- terminating the tenancy April 30, 2023, unless the rental arrears are paid in full and the monthly subsidized rent for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer