

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Steven Nitah**,  
Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises within **the community of Lutselk'e in the Northwest  
Territories.**

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**STEVEN NITAH**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$10,880.00 (ten thousand eight hundred eighty dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit 221 in Lutselk'e, Northwest Territories, will terminate May 30, 2015, unless the rental arrears of \$10,880.00 (ten thousand eight hundred eighty dollars) are paid in full and the rents for March, April, and May 2015 are paid in full and on time.

DATED at the City of Yellowknife in the Northwest Territories this 17th day of February 2015.

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Adelle Guigon  
Deputy Rental Officer

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R-5 (the "Act");

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BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**STEVEN NITAH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 17, 2015

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

**Appearances at Hearing:** Michael Keohane, representing the applicant  
Mary Rose Casaway, representing the applicant

**Date of Decision:** February 17, 2015

**REASONS FOR DECISION**

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Steven Nitah as the respondent/tenant was filed by the Rental Office October 20, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as Unit 221 in Lutselk'e, Northwest Territories. The applicant was granted two extensions to the time for service of the application; The applicant personally served a copy of the filed application on the respondent January 14, 2015.

The applicant alleged the respondent had been repeatedly late paying the full amount of rent when it was due and had accumulated substantial rental arrears. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for February 17, 2015, by teleconference. Mr. Michael Keohane and Ms. Mary Rose Casaway appeared representing the applicant. Mr. Steven Nitah was served a notice of attendance by registered mail signed for February 4, 2015. Mr. Nitah did not appear at hearing nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

The applicant's representatives testified that Mr. Nitah has been a tenant in market rental housing since October 2009. When his tenancy agreement was renewed in July 2011 his rent account had a zero balance. Since then Mr. Nitah's pattern of rent payments became less consistent. The payments were later in coming and evolved to making large payments every few months. The last zero balance to Mr. Nitah's rent account was recorded in February 2014. No payments were received from Mr. Nitah until October 2014: one payment of \$2,560 on October 6<sup>th</sup> and two payments totalling \$1,920 on October 29<sup>th</sup>. No additional payments have been received to date.

Ms. Casaway testified that Mr. Nitah did attend the office in October where he agreed to start paying the monthly rent on time and to pay an additional \$640 per month towards his accumulated rental arrears. He promised to return to the office to sign an agreement to pay to this effect. He did not do so and has not returned to the office since, nor has he made any effort to communicate with the applicant.

Mr. Keohane submitted that Mr. Nitah's failure to comply with his obligation to pay the rent is of great concern especially considering he is in a market rental tenancy agreement rather than a subsidized public housing tenancy agreement; there is no hope for any subsidies to reduce the amount of rental arrears. The longer Mr. Nitah goes without making payments the more significant the rental arrears will become. However, it was acknowledged that this is the first time Mr. Nitah has been brought before a rental officer and the applicant is open to a conditional termination order requiring the full payment of rental arrears.

*Tenancy agreement*

The tenancy agreement entered into evidence establishes a market rental tenancy agreement between the parties starting July 1, 2011. It is signed by both parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The lease balance statements entered into evidence reflect the landlord's accounting of monthly rents and payments received against the rent account. I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. An accelerating pattern of late payments of rent and an accumulation of substantial rental arrears is evident in the lease balance statements. I find the respondent has failed to comply with his obligation to pay the full amount of rent when it is due and has accumulated rental arrears in the amount of \$10,880.

*Termination of the tenancy agreement*

In consideration of the substantial amount of rental arrears currently accumulated, having found the respondent has repeatedly failed to pay the full amount of rent when it is due, and there being no apparent effort on the respondent's part to communicate with the applicant, I find justification for termination of the tenancy agreement. However, in consideration of this matter essentially constituting a first offence and the applicant's submissions, I am satisfied a conditional termination order is warranted. Leave has been granted to the applicant to make application for an eviction order should it become necessary.

An order will issue requiring Mr. Steven Nitah to pay rental arrears in the amount of \$10,880, to pay his rent on time in the future, and terminating his tenancy agreement May 30, 2015, unless the rental arrears are paid in full and the rents for March, April, and May 2015 are paid in full and on time.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Lease balance statement dated October 7, 2014

Exhibit 2: Rent reconciliation dated March 31, 2012

Exhibit 3: Tenancy agreement effective July 1, 2011

Exhibit 4: Applicant's rental arrears, market rental unit #221, Lutselk'e, NT, correspondence to respondent dated September 9, 2014

Exhibit 5: Applicant's outstanding rent correspondence to respondent dated November 10, 2011

Exhibit 6: Applicant's lease agreement - Unit 221 (Asset No. 10304014) 3-bedroom modular home - Lutsel K'e correspondence to respondent dated June 27, 2011

Exhibit 7: Security deposit statement dated October 14, 2014

Exhibit 8: Applicant's rental increase notice dated May 16, 2013

Exhibit 9: Lease balance statement dated February 16, 2015