

IN THE MATTER between **NTHC**, Applicant, and **D.M. and P.M.**, Respondents.

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-

**D.M. and P.M.**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 5, 2016

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

**Appearances at Hearing:** K.K., representing the applicant

**Date of Decision:** July 5, 2016

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against D.M. and P.M. as the respondents/tenants was filed by the Rental Office October 14, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Wrigley, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for November 17, 2015.

The applicant alleged the respondents had repeatedly failed to pay the full amount of rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears and termination of the tenancy agreement.

A hearing was scheduled for July 5, 2016, by three-way teleconference. Ms. K.K. appeared representing the applicant. Mr. D.M. and Ms. P.M. were served notices of the hearing by registered mail signed for June 21, 2016. Neither Mr. M. nor Ms. M. appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The applicant testified and provided evidence establishing a tenancy agreement between the parties for subsidized public housing commencing June 14, 2013. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

#### *Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been subsidized. I am satisfied the statements accurately represent the respondents' rent account.

The statements support the applicant's allegation that the respondents have been repeatedly late paying their rent. It appears electronic funds transfers (EFT) had been set up to pay the monthly assessed rents. Between April 2014 and March 2016, 21 out of 25 EFT payments failed. The last successful payment was made July 20, 2015. During the same period, three extra payments totalling \$1,400 were made against rental arrears. No payments – EFT or otherwise, successful or not – have been made against the account since March 21, 2016.

I find the respondents have repeatedly failed to comply with their obligation to pay their rent when due. I find the respondents have accumulated rental arrears in the amount of \$7,600.

*Termination of the tenancy agreement and eviction*

The applicant's representative reiterated the applicant's request to terminate the tenancy agreement and evict the tenants, but requested the termination and eviction be conditional on whether or not the respondents complied with their obligations.

In light of the respondents repeated failure to pay their rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. I am further satisfied under the circumstances that the applicant's request for conditional termination and eviction is reasonable.

*Orders*

An order will issue requiring the respondents to pay rental arrears in the amount of \$7,600; to pay their rent on time in the future; terminating their tenancy agreement October 31, 2016, unless at least \$2,000 is paid towards the rental arrears and the monthly rents for August, September, and October are paid on time; and evicting the respondents from the rental premises if the termination of the tenancy becomes effective.

---

Adelle Guigon  
Rental Officer