

IN THE MATTER between **NTHC**, Applicant, and **S.E.C. and J.D.S.**, 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-

**S.E.C. and J.D.S.**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 16, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Tuktoyaktuk, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>L.P., representing the applicant B.L., representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 16, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by THA as the applicant/landlord against S.E.C. and J.D.S. as the respondents/tenants was filed by the Rental Office March 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The applicant personally served a copy of the filed application on the respondents March 16, 2016.

The applicant alleged the respondents had repeatedly failed to pay their rent on time and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 16, 2016, in Tuktoyaktuk, Northwest Territories. The rental officer appeared by telephone. Ms. L.P. appeared representing the applicant. Mr. B.L. appeared by telephone representing the applicant. Mr. S.E.C. and Ms. J.D.S. were sent notices of attendance deemed served June 3, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Mr. C. nor Ms. S. appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

*Preliminary matters*

The application to a rental officer identified the landlord as THA. The written tenancy agreement identified the landlord as NTHC with THA as its agent. The applicant's representatives agreed at hearing that the landlord should be properly identified as the NTHC. The style of cause going forward will be amended accordingly.

*Tenancy agreement*

The applicant's representatives testified and provided evidence establishing that the respondents had entered into a tenancy agreement for subsidized public housing commencing February 3, 2012. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the Act.

*Rental arrears*

The tenant ledger cards and lease balance statement entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been assessed subsidies based on reported household income. I am satisfied these documents accurately reflect the current status of the respondents' rent account.

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 \$3,309.37.

*Termination of the tenancy agreement and eviction*

In light of the respondents' repeated failure to pay their rent on time and the substantial amount of subsidized rental arrears they carry, I am satisfied termination of the tenancy agreement and eviction are justified. However, in consideration of the fact that the respondents have never been brought before a rental officer before, I am satisfied it is reasonable to make the termination and eviction conditional on whether or not the respondents successfully pay the rental arrears in full and their monthly rent on time.

*Orders*

An order will issue requiring the respondents to pay rental arrears in the amount of \$3,309.37; to pay their future rent on time; terminating their tenancy agreement September 30, 2016, unless they pay the rental arrears in full and their rents for July, August, and September on time; and evicting them from the rental premises October 1, 2016, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer