

IN THE MATTER between **NTHC**, Applicant, and **W.G. and B.G.**, 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-

W.G. and B.G.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 14, 2016

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: S.W., representing the applicant
B.G., respondent, and for W.G.

Date of Decision: June 14, 2016

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against W.G. and B.G. as the respondents/tenants was filed by the Rental Office March 14, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for April 20, 2016.

The applicant alleged the respondents had failed to comply with a rental officer order, 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, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 14, 2016, in Fort McPherson, Northwest Territories. The rental officer appeared by telephone. Ms. S.W. appeared representing the applicant. Ms. B.G. appeared as respondent and on behalf of Mr. W.G..

Previous orders

Rental Officer Order Numbers 20-1431, 20-6976, 20-9446, 20-9777, 20-10977, and 20-12752 have all been satisfied. Five of them included orders to pay rental arrears; three of them included orders to pay future rent on time; one was regarding abstaining from illegal activities in the premises in the future; two of them included orders for conditional termination of the tenancy agreement.

Rental Officer Order Number 20-13841 dated February 12, 2014, ordered the respondents to pay rental arrears in the amount of \$2,650.16 in minimum monthly installments of \$200 starting in March 2014; to pay their rent on time in the future; it terminated their tenancy agreement April 30, 2014, unless rents for January to April 2014 and minimum monthly installments were paid on time. The respondents satisfied the conditions of paragraph 3 and their tenancy continued uninterrupted, however, they were subsequently found in breach of paragraphs 1 and 2.

Rental Officer Order Number 20-14295 dated October 30, 2014, ordered that the respondents pay rental arrears and costs of repairs totalling \$2,398.32 in minimum monthly installments of \$250 starting in December 2014; that future rent be paid on time; that the respondents report their total household income in accordance with their tenancy agreement; it terminated their tenancy agreement December 31, 2014, unless the minimum monthly installments and monthly rents for November and December 2014 were paid on time; if the termination became effective, it ordered the respondents evicted January 1, 2015; and that the respondents compensate the applicant for use and occupation of the rental premises after the termination date.

Tenancy agreement

The parties agreed and evidence was submitted establishing a tenancy agreement between the parties for subsidized public housing commencing in November 1985. The respondents satisfied the conditions of paragraph 3 of Rental Officer Order Number 20-14295 and therefore the tenancy continued uninterrupted. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the *Residential Tenancies Act* (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. The respondent did not dispute the accuracy of the accounting and I am satisfied the statements accurately reflect the current status of the respondents' rent account.

The statements support the applicant's allegation that the respondents have continued a previously established pattern of repeatedly failing to pay the full amount of rent when due. Although they did not comply with the order to pay minimum monthly payments regularly, they did successfully pay the rental arrears ordered in paragraph 1 of Rental Officer Order Number 20-14295 in full as of June 19, 2015. However, payments for rent have consistently been for insufficient amounts to cover the monthly subsidized rent. The applicant's representative confirmed that all monthly rents have been subsidized based on reported household income.

The respondent acknowledged the pattern of behaviour established by the statements and accepted responsibility for the accumulated arrears. She indicated the respondents' daughter had been residing with them for a time but had not contributed to paying the rent. The respondent expects they can have the rental arrears resolved within four months and have their monthly rents paid on time. The statements suggest the respondents are capable of this commitment, as the rents for April and May were paid within the months they were due, and the respondents have paid \$200 towards the June rent to date.

I find the respondents have repeatedly failed to comply with paragraph 2 of Rental Officer Order Number 20-14295. I find the respondents have accumulated rental arrears in the amount of \$3,053.

Termination of the tenancy agreement and eviction

The respondent requested four months to resolve their arrears and show that they could comply with their obligation to pay the full amount of rent in the month it is due. The applicant's representative was not opposed to giving the respondents one more opportunity as requested, but requested that a conditional termination and eviction order be accompanied by an order for compensation for use and occupation should the termination come into effect and the respondents fail to vacate the rental premises. The applicant's representative indicated that failure to comply with the conditions of the termination order this time would result in enforcement of the eviction order.

In consideration of the ongoing repeated failure of the respondents to pay their rent on time and comply with rental officer orders, and the amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. In light of the parties' agreement, I am prepared to grant the request for conditional termination, eviction, and compensation for use and occupation.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of \$3,053; to pay future rent on time; terminating the tenancy agreement October 31, 2016, unless the rental arrears are paid in full and the rents for July, August, September, and October are paid on time; evicting the respondents from the rental premises November 1, 2016, if the termination of the tenancy agreement becomes effective; and requiring the respondents to compensate the applicant for use and occupation of the rental premises after the termination date, should the termination become effective.

Adelle Guigon
Rental Officer