

IN THE MATTER between **NTHC**, Applicant, and **VC and RL**, 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-

VC and RL

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 5, 2016
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	LH, representing the applicant EN, representing the applicant TM, representing the applicant VC, respondent
<u>Date of Decision:</u>	October 5, 2016

REASONS FOR DECISION

An application to a rental officer made by BKGK as the applicant/landlord against VC and RL as the respondents/tenants was filed by the Rental Office May 18, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The applicant personally served a copy of the filed application on the respondents May 19, 2016.

The applicant alleged the respondents had failed to comply with a rental officer order, had repeatedly failed to pay their rent, and had accumulated substantial rental arrears. An order was sought to rescind paragraph 1 of Rental Officer Order Number 10-13508, for lump sum payment of the rental arrears, to terminate the tenancy agreement, to evict the respondents from the rental premises, and for the respondents to compensate the applicant for use and occupation of the rental premises.

A hearing was scheduled for October 5, 2016, in Behchoko. Ms. LH, Ms. EN, and Ms. TM appeared representing the applicant. Ms. VC appeared as respondent and on behalf of Mr. RL.

Preliminary matters

The application to a rental officer identified the landlord as BKGK. The written tenancy agreements identify the landlord as NTHC with BKGK as its agent. Going forward the style of cause for this matter will identify the applicant/landlord as NTHC.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 10-8736 was issued from a hearing held December 13, 2005. The presiding rental officer ordered the respondents to pay rental arrears in the amount of \$20,828.45 in minimum monthly installments of \$100 starting in March 2006, and ordered that the tenancy agreement would be terminated February 28, 2006, unless the respondents reported their household income as required.

Rental Officer Order Number 10-13508 was issued from a hearing held December 3, 2013. The presiding rental officer rescinded Rental Officer Order Number 10-8736, ordered the respondents to pay rental arrears in the amount of \$57,143.45 in minimum monthly installments of \$200 starting in December 2013, and ordered the respondents to pay their future rent on time.

Rental arrears and tenant damages

The lease balance statements, lease ledgers, and statements of account for rent 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.

Statements of account for tenant damages were also submitted into evidence claiming \$10,804.50 in tenant damages arrears; this amount is included in the balances reflected in the lease balance statements and lease ledgers. An invoice for the tenant damages was included in the application package, but no other supporting evidence was provided – no entry inspection report, no unit condition rating report, no photographs. The claimed damages were invoiced in August 2013. No reference was made to this claim in the reasons for decision under Rental Officer Order Number 10-13508. The applicant's representatives could offer no explanation for why these tenant damages arrears were not applied for within the six-month limitation period for filing an application under section 68 of the Act. In my opinion it would not be fair to grant an extension to the time for making an application for the tenant damages both because the claim is being made three years after the alleged damages occurred and because there is no evidence substantiating the tenant's liability for them.

The statements with respect to the rental arrears corroborate the applicant's representatives' testimony that the respondents did not honour the rental officer's order to pay their rental arrears in minimum monthly installments. They further corroborate the testimony that the respondents have repeatedly failed to pay the full amount of their rent when due, which has effectively resulted in an increase to the amount of rental arrears since the last rental officer order was issued.

I find the respondents have failed to comply with a rental officer order. I find the respondents have repeatedly failed to comply with their obligation to pay the full amount of their rent when due. I find the respondents have accumulated substantial rental arrears in the amount of \$60,563.14.

Termination of the tenancy agreement and eviction

Considering the respondents' failure to comply with rental officer orders, the respondents' repeated failure to pay their rent, and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue: rescinding paragraph 1 of Rental Officer Order Number 10-13508; requiring the respondents to pay rental arrears in the amount of \$60,563.14; terminating the tenancy agreement October 31, 2016; evicting the respondents from the rental premises November 1, 2016; and requiring the respondents to compensate the applicant for use and occupation of the rental premises at a rate of \$50.79 for each day they remain in the rental premises after October 31, 2016.

Adelle Guigon
Rental Officer