

IN THE MATTER between **NTHC**, Applicant, and **LQ and MAT**, 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-

LQ and MAT

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 LQ, respondent MAT, 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 LQ and MAT as the respondents/tenants was filed by the Rental Office May 18, 2016. The application was made regarding a 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, the respondents had repeatedly failed to pay their rent, and the respondents had accumulated substantial rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation.

A hearing was scheduled for October 5, 2016, in Behchoko, Northwest Territories. Ms. LH, Ms. EN, and Ms. TM appeared representing the applicant. Mr. LQ and Ms. MAT appeared as respondents.

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 the parties for subsidized public housing commencing at the current rental premises December 1, 2006. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 10-13589 dated September 17, 2013, found the respondents had accumulated rental arrears in the amount of \$37,180. The respondents were ordered to pay the rental arrears in minimum monthly installments of \$150 starting in September 2013 and to pay their future rent on time.

Rental arrears

The lease balance statements, lease ledgers, and statements of account entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. The respondents did not dispute the accuracy of the accounting. 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.

The statements corroborate the applicant's representatives' testimony that the respondents had failed to make the minimum monthly installments towards their previously ordered rental arrears. Those arrears were eventually satisfied by garnishing the respondents' income.

The statements show that since the last rental officer order the respondents have repeatedly failed to pay their rent. Other than one CRA remittance, no payments were made against the rent account between February 2014 and June 2015. All payments received between June 2015 and June 2016 were either CRA remittances or garnishments applied against the previous rental officer order arrears. Payments received from the respondents between June 2016 and September 2016 have been inconsistent and of insufficient amount to cover the monthly assessed rents.

The respondents argued that they haven't been paying the rent because there are maintenance issues with the rental premises which have not been addressed in years. The respondents may still choose to make an application to a rental officer about those maintenance issues which would be heard at a separate hearing. They were reminded that this hearing was only regarding the substantial rental arrears.

Rent may not be withheld by a tenant for any reason. There are provisions in the Act which allow for a tenant to make an application to a rental officer to pay their rent to the rental officer to be held in trust until maintenance breaches are resolved, and there are provisions for a tenant to apply for compensation for losses suffered as a direct result of the landlord's breaches, but the rent must always get paid in full and on time whether or not the landlord has breached an obligation and whether or not the tenant files an application regarding a landlord's breach.

I find the respondents have failed to comply with a rental officer order. I find the respondents have repeatedly failed to pay their rent. I find the respondents have accumulated rental arrears in the amount of \$41,870.96.

Termination of the tenancy agreement and eviction

Having found the respondents have failed to comply with a rental officer order, have repeatedly failed to pay their rent, and have accumulated a substantial amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$41,870.96; terminating their tenancy agreement October 31, 2016; evicting the respondents 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 the respondents remain in the rental premises after October 31, 2016.

Adelle Guigon
Rental Officer