

IN THE MATTER between **BKGK**, Applicant, and **SE and DE**, 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:

**BKGK**

Applicant/Landlord

-and-

**SE and DE**

Respondents/Tenants

**REASONS FOR DECISION**

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

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK as the applicant/landlord against SE and DE as the respondents/tenants was filed by the Rental Office April 25, 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 3, 2016.

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

A hearing was scheduled for October 5, 2016, in Behchoko, Northwest Territories. Ms. LH, Ms. EN, and Ms. TM appeared representing the applicant. Ms. SE and Mr. DE were served notice of the hearing by registered mail signed for September 22, 2016. Neither of the respondents appeared at the 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's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 25, 2013. I am satisfied a valid tenancy agreement is in place between the parties 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 based on reported household income. I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account.

The statements corroborate the applicant's representatives' testimony that the respondents have not always paid the full amount of their rent when due. The respondents have been successful in that regard since June 2016, however, prior to then the payments were inconsistent and of insufficient amounts to cover the monthly rent. It appears the respondents have improved their efforts since being served with the filed application to a rental officer. I am satisfied the respondents have repeatedly failed to pay their rent when due and I find the respondents have accumulated rental arrears in the amount of \$7,822.

*Termination of the tenancy agreement and eviction*

In light of the substantial amount of rental arrears and the respondents' repeated failure to pay their rent, I am satisfied termination of the tenancy agreement and eviction are justified. However, in light of the respondents' recent successful payments, I am satisfied conditional termination and eviction is appropriate. The applicants' representatives testified to their knowledge that the respondents have good jobs and are making a good amount of money, and as such should be able to pay their arrears and their rent without issue. This is further substantiated by the amounts paid each month since June. Due to the substantial nature of the issues, I am satisfied the time line for conditional termination and eviction should be short.

*Orders*

An order will issue: requiring the respondents to pay rental arrears in the amount of \$7,822; requiring the respondents to pay their future rent on time; terminating the tenancy agreement November 30, 2016, unless the rental arrears are paid in full and the rent for November 2016 is paid on time; evicting the respondents from the rental premises December 1, 2016, if the termination of the tenancy becomes effective; and requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day they remain in the rental premises after November 30, 2016, if the termination of the tenancy becomes effective.

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Adelle Guigon  
Rental Officer