

IN THE MATTER between **NTHC**, Applicant, and **KL and MK**, 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-

KL and MK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 2, 2016

Place of the Hearing: Sachs Harbour, Northwest Territories

Appearances at Hearing: DK, representing the applicant
MK, respondent

Date of Decision: November 2, 2016

REASONS FOR DECISION

An application to a rental officer made by SHHA on behalf of the NTHC as the applicant/landlord against KL and MK as the respondents/tenants was filed by the Rental Office June 24, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Sachs Harbour, Northwest Territories. The applicant personally served a copy of the filed application on the respondents July 14, 2016.

The applicant alleged the respondents had repeatedly failed to pay their rent, had failed to report their household income as required, and had accumulated rental arrears. An order was sought for payment of rental arrears, that future rent be paid on time, that household income be reported as required, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for November 2, 2016, in Sachs Harbour, Northwest Territories. The rental officer appeared by teleconference. Ms. DK appeared representing the applicant. Mr. MK appeared as respondent and on behalf of Ms. KL.

Preliminary matters

Due to the applicant having changed their policy regarding household income reporting requirements from monthly reporting to annual reporting, and having received the necessary annual income report from the respondent, the applicant withdrew their request for an order that household income be reported as required.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 3, 2013. I am satisfied a valid tenancy agreement is in place between the parties 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. All rents have now been assessed subsidies based on reported household income. The last payment made on the account was recorded October 16, 2015, in the amount of \$400.

The respondent did not dispute the accuracy of the accounting, acknowledging their failure to pay their rent and accepting responsibility for the rental arrears. The respondent explained that they had trust issues with the local housing representative since 2014 and were not comfortable making their payments locally. No efforts were made to make their payments through the district office instead as they believed that the district office would not receive their payments. The applicant's representative had no record on file of the issues the respondents claimed occurred.

Regardless of the alleged issues with the local housing representative at the time, the respondents remain obligated to pay their rent. It is clear from the statements provided – which are undisputed – that the respondents have not paid their rent with any regularity since commencement of the tenancy. Whether they pay their rent directly to the local housing representative or to the district office or to the corporate office, the rent must be paid in full and on time.

The respondent committed at hearing to being able to pay minimum monthly installments of \$800 towards the rental arrears on top of the monthly assessed rents. The applicant's representative was responsive to the incorporation of a payment plan into an order to pay the rental arrears.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I am satisfied the respondents have repeatedly failed to pay their rent. I find the respondents have accumulated rental arrears in the amount of \$24,535. I am satisfied it would be appropriate in the circumstances to incorporate a minimum monthly installment plan into an order to pay the rental arrears.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated and unreasonable failure to pay their rent and the substantial amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. With the applicant's representative's agreement, I am satisfied the termination of the tenancy agreement and eviction should be conditional on the respondents' payment of monthly rents and minimum monthly installment payments being made on time.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$24,535 in minimum monthly installments of \$800 starting in December 2016 and thereafter until the rental arrears are paid in full; requiring the respondents to pay their rent on time in the future; terminating the tenancy agreement February 28, 2017, unless the monthly rents and minimum monthly installments for December, January, and February are paid on time; and evicting the respondents from the rental premises March 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer