

IN THE MATTER between **NTHC**, Applicant, and **LR and LK**, 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-

LR and LK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 22, 2016

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: EF, representing the applicant
DF, representing the applicant

Date of Decision: November 22, 2016

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against LR and LK as the respondents/tenants was filed by the Rental Office August 29, 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 deemed served September 15, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for November 22, 2016, in Fort McPherson, Northwest Territories. The rental officer appeared by telephone. Ms. EF and Ms. DF appeared representing the applicant. Mr. LR and Ms. LK were served notices of the hearing by registered mail signed for November 10, 2016. Neither of the respondents appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 5, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The lease balance statement and tenant ledger card 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. I am satisfied the statement and ledger accurately reflect the current status of the respondents' rent account.

I am satisfied the respondents have repeatedly failed to pay their rent in full when due. There have been recent concerted efforts made to pay more than the rent which have successfully reduced the amount of rental arrears accumulated since the filing of the application. I find the respondents have accumulated rental arrears in the amount of \$840.79.

Repairs

Evidence was presented establishing that the walls in one of the bedrooms had been damaged, requiring repairs which cost \$128.43 to effect. The respondents have made a payment of \$75 towards these costs. I am satisfied the damages occurred to the bedroom wall for which the respondents are liable. I find the respondents liable for the remaining costs of repairs in the amount of \$53.43.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay their rent and the amount of rental arrears justify termination of the tenancy agreement and eviction. With agreement of the applicant's representatives, I am satisfied the termination of the tenancy agreement and eviction should be conditional on the respondents' paying the rental arrears and costs of repairs in full, and paying the rents for December, January, and February on time.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$840.79; requiring the respondents to pay their rent on time in the future; requiring the respondents to pay costs of repairs in the amount of \$53.43; terminating the tenancy agreement February 28, 2017, unless the rental arrears and costs of repairs are paid in full and the rents 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