

IN THE MATTER between **NTHC**, Applicant, and **MV and GC**, 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-

MV and GC

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
MV, respondent

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 MV and GC as the respondents/tenants was filed by the Rental Office August 30, 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 sent a copy of the filed application to 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. Ms. MV appeared as respondent and on behalf of Mr. GC.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing February 28, 2000. 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. The respondent did not dispute the accuracy of the accounting and acknowledged the debt. I am satisfied the statement and ledger accurately reflect the current status of the respondents' rent account. I am satisfied the respondents have been repeatedly late paying rent. I find the respondents have accumulated rental arrears in the amount of \$170.

Repairs

The applicant submitted evidence of three call outs resulting from the respondents locking themselves out of the rental premises and one charge to repair a damaged door knob. The total costs claimed for these items was \$276.40, however, the respondents have made some payments against these arrears reducing the balance owing to \$105.80. The respondent did not dispute these claims and accepted responsibility for the costs claimed. I am satisfied the respondents are responsible for the claimed damages and I find the respondents liable for the remaining costs in the amount of \$105.80.

Termination of the tenancy agreement and eviction

In light of the respondents repeated failure to pay their rent, I am satisfied termination of the tenancy agreement and eviction are justified, but I am in full agreement with the applicant's representatives that the termination and eviction should be conditional on the respondents paying the rental arrears and costs of repairs in full and 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 \$170; requiring the respondents to pay their rent on time in the future; requiring the respondents to pay remaining costs for repairs in the amount of \$105.80; 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 if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer