

IN THE MATTER between **NTHC**, Applicant, and **DC and LEC**, 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-

DC and LEC

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 31, 2017
<u>Place of the Hearing:</u>	Lutselk'e, Northwest Territories
<u>Appearances at Hearing:</u>	MRC, representing the applicant EN, representing the applicant DC, respondent LEC, respondent
<u>Date of Decision:</u>	January 31, 2017

REASONS FOR DECISION

An application to a rental officer made by LKHA on behalf of the NTHC as the applicant/landlord against DC and LEC 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 Lutselk'e, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for October 3, 2016.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with a rental officer order. An order was sought for payment of the rental arrears, that future rent be paid on time, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for January 31, 2017, in Lutselk'e, Northwest Territories. The rental officer appeared by telephone. MRC and EN appeared representing the applicant. DC and LEC appeared as respondents.

Previous order

Rental Officer Order Number 10-12994 dated December 3, 2012, required the respondents to pay rental arrears in the amount of \$17,105, to pay future rent on time, and to report their household income in accordance with their tenancy agreement. The amount of rental arrears owing at that time included unsubsidized rent for the months of April to November 2012 due to the respondents failure to report their income as required. Subsequent to the hearing, the respondents reported their income and the rents were re-assessed for applicable subsidies which reduced the amount of rental arrears accumulated. By July 2014 the respondents had successfully resolved their rental arrears, bringing their account balance to zero.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing some time prior to April 2012. 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 been assessed subsidies based on reported household income. The current subsidized rent is assessed at \$555. The last payment received against the rent account was recorded January 30, 2015, in the amount of \$100.

The respondents did not dispute the amount of rental arrears owing and accepted responsibility for their failure to comply with their obligation to pay rent. Both respondents are now working full time, and both are expecting income tax returns this spring which can be applied against the rental arrears. The respondents expressed a desire to enter into a payroll deduction plan to paying their rent and make payments against their arrears.

I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay their rent, have failed to comply with a rental officer order to pay their future rent on time, and have accumulated rental arrears in the amount of \$11,209.93.

Termination of the tenancy agreement and eviction

In consideration of the respondents' repeated failure to pay their rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representatives heard the respondents' request for a payroll deduction plan and their commitment to apply their income tax returns towards the rental arrears, and agreed that termination of the tenancy agreement and eviction could be conditional on the respondents' successful payment of at least \$6,000 towards the rental arrears and the payment of future rent on time. The respondents were agreeable to this proposal. I am satisfied conditional termination of the tenancy agreement and eviction is appropriate.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$11,209.93; requiring the respondents to pay their future rent on time; terminating the tenancy agreement March 31, 2017, unless at least \$6,000 is paid towards the rental arrears and the rents for February and March are paid on time; and evicting the respondents from the rental premises April 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer