

IN THE MATTER between **NTHC**, Applicant, and **DD and DM**, 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-

DD and DM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 9, 2017
<u>Place of the Hearing:</u>	Lutselk'e, Northwest Territories
<u>Appearances at Hearing:</u>	MRC, representing the applicant
<u>Date of Decision:</u>	February 9, 2017

REASONS FOR DECISION

An application to a rental officer made by LKHA on behalf of the NTHC as the applicant/landlord against DD and DM 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 7, 2016.

The applicant alleged the respondents had repeatedly failed to pay rent, had repeatedly failed to report income, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, that future rent be paid on time, reporting of household income, payment of costs for repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation.

A hearing was scheduled for Thursday, February 9, 2017, in Lutselk'e, Northwest Territories. The rental officer appeared by telephone. MRC appeared representing the applicant. DD and DM were served notice of the hearing by registered mail signed for by January 27, 2017. 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 representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. 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 now been assessed subsidies based on reported household income. The applicant's representative withdrew their request for an order that the respondents report their household income as this obligation has since been complied with. The subsidized rent is currently assessed at \$70 per month. The last two payments made against the rent account were recorded February 1, 2017, in the amount of \$70, and December 21, 2016, in the amount of \$70. The rent account has never carried a zero balance.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$5,983.

Costs for repairs

The applicant's representative testified and provided evidence of a broken window documented in November 2012. The respondents have never disputed their responsibility for the damaged window to the applicant since its occurrence, and have never reported the damage to the RCMP as vandalism. The applicant's representative testified to making repeated efforts over the years to communicate with the respondents regarding the damage and to obtain payments towards the repairs without success. Various promises made by the respondents to resolve these costs along with the rental arrears have been broken.

I am satisfied the broken window is the respondents' responsibility. I find the respondent has failed to comply with their obligation to pay for damages to the rental premises and I find the respondent liable to the applicant for the costs to repair the broken window in the amount of \$1,066.79.

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. However, by agreement with the applicant's representative, the termination and eviction will be conditional on the respondents paying at least \$1,000 towards their rental arrears and paying their future rent on time.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$5,983; requiring the respondents to pay their rent on time in the future; requiring the respondents to pay costs of repairs in the amount of \$1,066.79; terminating the tenancy agreement May 31, 2017, unless at least \$1,000 is paid towards the rental arrears and the rents for March, April, and May are paid on time; and evicting the respondents from the rental premises June 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer