

IN THE MATTER between **NTHC**, Applicant, and **PL and SD**, 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-

PL and SD

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 23, 2017

Place of the Hearing: Wekweeti, Northwest Territories

Appearances at Hearing: DA, representing the applicant
PL, respondent

Date of Decision: February 23, 2017

REASONS FOR DECISION

An application to a rental officer made by NTHC as the applicant/landlord against PL and SD as the respondents/tenants was filed by the Rental Office November 4, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Wekweeti, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for November 26, 2016.

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

A hearing was scheduled for February 23, 2017, in Wekweeti, Northwest Territories. The rental officer appeared by telephone. DA appeared by telephone representing the applicant. PL appeared as respondent and on behalf of SD.

Previous order

Rental Officer Order Number 10-14378 dated March 3, 2015, required the respondent PL to pay rental arrears in the amount of \$15,058 in minimum monthly instalments of \$150 starting in February 2015, required the respondent PL to pay outstanding security deposit in the amount of \$300, and required the respondent PL to pay her future rent on time. This order was issued regarding a sole tenancy agreement with PL from a hearing held February 4, 2015.

Tenancy agreement

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between the applicant and both respondents for subsidized public housing under the applicant's Supported Lease Program commencing February 1, 2015. I am satisfied a valid joint 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 and the current monthly rent is assessed at \$375. The last successful payment received against the rent account was recorded July 21, 2016, in the amount of \$250. The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the accumulated debt and accepting responsibility for it.

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 and have accumulated rental arrears in the amount of \$5,425.

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 representative was receptive to imposing a conditional termination and eviction order dependent on the respondents' payment of at least \$3,000 towards the rental arrears and payment of future rent on time. To my mind the proposal for a conditional termination and eviction order is reasonable.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$5,425; requiring the respondents to pay their future rent on time; terminating the tenancy agreement May 31, 2017, unless at least \$3,000 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 if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer