

IN THE MATTER between **NTHC**, Applicant, and **LAR and CF**, 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-

LAR and CF

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
LAR, respondent

Date of Decision: February 23, 2017

REASONS FOR DECISION

An application to a rental officer made by NTHC as the applicant/landlord against LAR and CF as the respondent/tenant 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 15, 2016.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, had failed to report income as required, had caused damages to the rental premises, and had failed to comply with a rental officer order. An order was sought for payment of the rental arrears, reporting of income as required, 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 February 23, 2017, in Wekweeti, Northwest Territories. The rental officer appeared by telephone. DA appeared by telephone representing the applicant. LAR appeared as respondent and on behalf of CF.

Previous orders

Rental Officer Order Number 10-12508 dated February 21, 2012, required the respondents to pay rental arrears in the amount of \$21,377 and to pay their future rent on time. The monetary order has been satisfied.

Rental Officer Order Number 10-13447 dated May 31, 2013, required the respondents to pay rental arrears in the amount of \$8,040 in minimum monthly installments of \$500 and to pay their future rent on time. The monetary order has been satisfied.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing under the applicant's Supported Lease Program commencing April 1, 2005. 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 subsidized and are currently assessed at \$375 per month. The last successful payment made against the respondents' rent account was recorded February 1, 2017, in the amount of \$187.50.

The respondent did not dispute the accuracy of the landlord's accounting. She stated that CF has not been employed for a number of months and most of the insufficient funds (NSF) reversals have come from his half of the pre-authorized deductions. The respondent confirmed that the last time household verification of income was filed with the applicant was in August or September 2016. She further confirmed that her partner stopped working in October 2016 but updated verification of income information has not been provided to the landlord.

I am satisfied the rent subsidies have been calculated based on reported household income. I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account and the balance owing represents rental arrears accumulated since the last rental officer order was issued. I find the respondents have repeatedly failed to pay their rent, have repeatedly failed to comply with a rental officer order to pay their future rent on time, and have accumulated rental arrears in the amount of \$13,303.

Condition of the rental premises

The respondent raised questions concerning the condition of the rental premises and allegations that repairs were required. Photographs were provided which were taken some time prior to July 2016. The respondent claimed she had made repeated requests to have all the plywood flooring in the crawl space replaced because of a water leak which had occurred last spring.

The applicant's representative provided evidence supporting that the cause of the water leak had been repaired and two of the plywood panels which had been directly affected had been replaced. During an inspection of the entire premises which took place on August 8, 2016, there were no further deficiencies related to the crawlspace plywood which would justify replacement of all the plywood panels; the unit condition report which that inspection generated produced a rating of 80.26 percent, indicating the rental premises as a whole was in good condition and did not require any major or urgent renovations or repairs.

I am not satisfied the applicant has breached their obligation respecting repairs to the crawlspace plywood. The respondent's claim for an order requiring the repair is denied.

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 responsive to the implementation of a conditional termination and eviction order dependent on the respondents paying at least \$2,000 towards their rental arrears and paying their future rent on time. I am satisfied this proposal is appropriate.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$13,303; requiring the respondents to pay their rent on time in the future; terminating the tenancy agreement May 31, 2017, unless at least \$2,000 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