

IN THE MATTER between **NTHC**, Applicant, and **DB and JDB**, 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-

DB and JDB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 2, 2017
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant
<u>Date of Decision:</u>	March 2, 2017

REASONS FOR DECISION

An application to a rental officer made by Fort Smith Housing Authority on behalf of the NTHC as the applicant/landlord against DB and JDB 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 Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for November 16, 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, and eviction.

A hearing was scheduled for March 2, 2017, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. CS appeared representing the applicant. DB and JDB were sent notice of the hearing by registered mail deemed served February 15, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither respondent appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the Act.

Previous orders

Rental Officer Order Number 10-7637 dated December 3, 2003, required the respondents to pay rental arrears in the amount of \$13,079, required the respondents to pay their rent on time in the future, and terminated their tenancy agreement February 27, 2004, unless the rental arrears were paid in full. The monetary order was satisfied.

Rental Officer Order Number 10-14944 dated February 3, 2016, required the respondents to pay rental arrears in the amount of \$200 and to pay their rent on time in the future. The monetary order was satisfied.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a joint residential tenancy agreement between the applicant and the respondents for subsidized public housing under the applicant's Homeownership Entry Level Program commencing April 1, 2014. The applicant's representative testified to having received a telephone call from DB the week prior to this hearing requesting his removal from the joint tenancy agreement, although there has been no follow up on the request by either DB or JDB. I am satisfied a valid tenancy agreement remains in place between the three parties in accordance with the Act, and that DB and JDB remain jointly and severally responsible for the terms of the tenancy agreement. While it remains possible that DB no longer resides at the rental premises, a forwarding address has not been provided for him and therefore the last known address for DB remains at the rental premises and the last known mailing address remains at that provided for under the tenancy agreement.

Rental arrears

The lease balance statements represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been assessed subsidies and are currently assessed at \$400 per month. The last two payments against the rent account were recorded January 13, 2017, in the amount of \$800 and October 21, 2016, in the amount of \$700.

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 \$1,500.

Termination of the tenancy agreement and eviction

In consideration of the respondents' repeated failure to pay their rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representative proposed the termination and eviction be conditional on the payment of the rental arrears in full and the payment of future rent on time. I am satisfied the proposal for conditional termination and eviction is reasonable.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$1,500; requiring the respondents to pay their rent on time in the future; terminating the tenancy agreement June 30, 2017, unless the rental arrears are paid in full and the rents for April, May, and June are paid on time; and evicting the respondents from the rental premises July 1, 2017, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer