

IN THE MATTER between **NTHC**, Applicant, and **CL, EL, BL, and AC**, 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-

**CL and EL and BL and AC**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 8, 2017

**Place of the Hearing:** Fort Providence, Northwest Territories

**Appearances at Hearing:** AG, representing the applicant  
AC, respondent  
CL, respondent  
EL, respondent

**Date of Decision:** March 8, 2017

**REASONS FOR DECISION**

An application to a rental officer made by Fort Providence Housing Association on behalf of the NTHC as the applicant/landlord against CL, EL, BL, and AC as the respondents/tenants was filed by the Rental Office November 18, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The applicant personally served a copy of the filed application on the respondents December 1, 2016.

The applicant alleged the respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears, that future rent be paid on time, and conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for March 8, 2017, in Fort Providence, Northwest Territories. The rental officer appeared by telephone. AG appeared representing the applicant. AC, CL, and EL appeared as respondents and on behalf of BL. The rental officer was not notified in advance that the respondents may require translation/interpretation services. By agreement with all parties, the applicant's representative translated the proceedings for the respondents.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement for subsidized public housing commencing October 1, 2015. 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 rent has been assessed at \$845 per month. The last three payments made against the respondents' rent account were recorded: February 28, 2017, in the amount of \$260; February 24, 2017, in the amount of \$600; and January 31, 2017, in the amount of \$200.

The respondents did not dispute the accuracy of the landlord's accounting. They acknowledged the accumulated debt and accepted responsibility for it. They expressed a willingness to pay the arrears and endeavour to pay their future rent on time, and agreed that if the four of them work together they should be able to accomplish this.

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 the full amount of rent when due and have accumulated rental arrears in the amount of \$2,295.

*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. It was agreed by all parties that conditional termination and eviction dependent on the payment in full of the rental arrears and future rent being paid in full and on time is reasonable in the circumstances.

*Orders*

An order will issue: requiring the respondents to pay rental arrears in the amount of \$2,295; 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 agreement becomes effective.

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Adelle Guigon  
Rental Officer