

IN THE MATTER between **NTHC**, Applicant, and **VG and MB**, 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-

VG and MB

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
VG, respondent

Date of Decision: March 8, 2017

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of the NTHC as the applicant/landlord against VG and MB as the respondents/tenants was filed by the Rental Office November 24, 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 served a copy of the filed application on the respondents by registered mail signed for December 9, 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 and termination of the tenancy agreement.

A hearing was scheduled for March 8, 2017, in Fort Providence, Northwest Territories. The rental officer appeared by telephone. AG appeared representing the applicant. VG appeared by telephone as respondent and on behalf of MB.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 18, 2016. I am satisfied a 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 \$345 per month. The last three payments received against the rent account were recorded: November 1, 2016, in the amount of \$495; September 30, 2016, in the amount of \$495; and July 13, 2016, in the amount of \$216.99.

The respondent did not dispute the accuracy of the landlord's accounting. She acknowledged the amount of accumulated rental arrears and accepted responsibility for them. VG testified that her relationship with MB continued but he had moved to Hay River for work in mid-November; VG is currently unemployed. The respondents had agreed as a couple that MB would ensure the rent for the premises in Fort Providence – where VG remained in occupancy – was paid from his income. Veronica did not learn that he had failed to make those payments as promised until recently. VG testified that the couple is prepared to make payments every Friday against the rental arrears and future rent, and believe they can pay as much as \$1,000 per month towards the rent account. Until VG obtains employment, the money will be coming solely from MB's income but VG will be making sure the payments are actually made going forward.

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 \$2,923.82.

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. All parties agreed that a conditional termination and eviction dependent on the payment of the rental arrears in full and the payment of future rent on time is reasonable.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$2,923.82; 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.

Adelle Guigon
Rental Officer