

IN THE MATTER between **NTHC**, Applicant, and **SQ and LW**, 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-

SQ and LW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 13, 2017

Place of the Hearing: Gameti, Northwest Territories

Appearances at Hearing: DA, representing the applicant

Date of Decision: April 13, 2017

REASONS FOR DECISION

An application to a rental officer made by GHA on behalf of the NTHC as the applicant/landlord against SQ and LW as the respondents/tenants was filed by the Rental Office November 16, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The applicant personally served the filed application on the respondent December 5, 2016.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with a rental officer order. 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 April 13, 2017, by three-way teleconference. DA appeared representing the applicant. SQ and LW were sent notice of the hearing by registered mail deemed served March 30, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither of the respondents appeared at the 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 10-14177 dated December 1, 2014, was issued against SQ. The presiding rental officer denied \$5,514 in rental arrears accumulated during a joint tenancy agreement which ended March 31, 2012, due to the six-month time limitation for making an application having been exceeded by 22 months. This order required SQ to pay rental arrears accumulated during her sole tenancy commencing April 1, 2012, to November 27, 2014, in the amount of \$7,633 to be paid in minimum monthly installments of \$150 starting in December 2014. This order also required SQ to pay her future rent on time and terminated her tenancy agreement December 15, 2014.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing three separate tenancy agreements. The first tenancy agreement was held jointly by SQ and LW ending March 31, 2012. The second tenancy agreement was held solely by SQ commencing April 1, 2012, and ending December 15, 2014. The third, current, tenancy agreement is held jointly by SQ and LW commencing December 16, 2014. All three tenancy agreements were for subsidized public housing. I am satisfied a tenancy agreement is in place between the parties to this application for subsidized public housing in accordance with 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 based on reported household income and the current monthly rent has been assessed at \$325. The last three payments made against the rent account were recorded: April 13, 2017, in the amount of \$595; February 17, 2017, in the amount of \$595; and September 26, 2016, in the amount of \$345.

The lease balance statements include the rental arrears accumulated during all three of the tenancies previously mentioned. The rental arrears accumulated under the joint tenancy agreement ending March 31, 2012, amount to \$5,514 and I am upholding the previous Rental Officer's decision to deny the request for an order to pay this amount.

The rental arrears accumulated under the sole tenancy agreement ending December 15, 2014, amount to \$7,633. The lease balance statements clearly support the applicant's allegation that the respondent SQ has not complied with the Rental Officer's order to pay those rental arrears in minimum monthly installments of \$150 and as such this order to pay has not been satisfied.

The rental arrears accumulated under the joint tenancy agreement commencing December 16, 2014, and as of April 13, 2017, amount to \$3,605. The lease balance statements clearly support the applicant's allegation that the respondents SQ and LW have repeatedly failed to pay their rent in full and on time, and as such have accumulated the identified rental arrears.

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 under the circumstances.

Orders

An order will issue: rescinding paragraph 1 of Rental Officer Order Number 10-14177 and requiring SQ to pay rental arrears in the amount of \$7,633; requiring SQ and LW to pay rental arrears in the amount of \$3,605; terminating the respondents' tenancy agreement April 30, 2017; evicting the respondents from the rental premises May 1, 2017; and requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day they remain in the rental premises after April 30, 2017.

Adelle Guigon
Rental Officer