

IN THE MATTER between **NTHC**, Applicant, and **RK and AK**, 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-

RK and AK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 12, 2017

Place of the Hearing: Ulukhaktok, Northwest Territories

Appearances at Hearing: FG, representing the applicant
SJ, representing the applicant
RK, respondent
AK, respondent

Date of Decision: April 12, 2017

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the applicant/landlord against RK as the respondent/tenant was filed by the Rental Office November 25, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The applicant served the filed application on the respondent by registered mail signed for January 12, 2017.

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

A hearing was scheduled for April 12, 2017, in Ulukhaktok, Northwest Territories. FG and SJ appeared representing the applicant. RK and AK appeared as respondents in support of the respondents (see below for further explanation).

Tenancy agreement

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between NTHC as the landlord and RK and AK as tenants for subsidized public housing commencing April 1, 2009.

Although the application to a rental officer only identified RK as the respondent/tenant, all parties agreed at hearing that the tenancy agreement is a joint agreement with both RK and AK. By agreement between all parties, the application to a rental officer was amended to add AK as a respondent with RK, and the style of cause going forward will reflect this addition.

I am satisfied a valid joint tenancy agreement is in place between the parties for subsidized public housing in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The tenant ledger cards and lease balance statements (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 are currently assessed at \$140 per month. No payments were recorded against the rent account for seven of the last 12 months.

The respondents did not dispute the accuracy of the landlord's accounting, accepting responsibility for their debt and acknowledging their failure to pay the rent when due. They offered a commitment to pay \$500 per month towards the rental arrears in addition to their monthly rent. The applicant's representatives were agreeable to the imposition of a minimum monthly installment plan into an order for payment of the rental arrears.

I am satisfied the statements accurately reflect the current status of the respondent's rent account. I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$9,053.

Damages

The parties agreed and evidence was presented establishing damages to the rental premises consisting of a broken bedroom window, a damaged refrigerator, a damaged towel bar, a damaged bathroom tissue holder, a damaged bedroom door, holes in walls, a damaged bathroom door jamb, and damaged kitchen drawers. All of the damages have been repaired since occurring in September and October 2015, for which the costs of repairs totalled \$4,096.38. The respondents have made payments against those costs, reducing the outstanding amount to \$2,703.13.

The respondents did not dispute their responsibility for the claimed repairs and accepted the costs claimed for repairs as their liability.

I am satisfied the damages claimed are the respondents' responsibility. I find the respondents have failed to comply with their obligation to repair damages to the rental premises and are liable to the applicant for the outstanding costs of repairs in the amount of \$2,703.13.

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. By agreement with both parties, the termination and eviction will be conditional on the respondents' payment of the minimum monthly installments and future rent on time.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$9,053 in minimum monthly installments of \$500 starting in May and each month thereafter until the rental arrears are paid in full; requiring the respondents to pay their future rent on time; requiring the respondents to pay costs for repairs in the amount of \$2,703.13; terminating the tenancy agreement July 31, 2017, unless the minimum monthly installments and rents for May, June, and July are paid on time; and evicting the respondents from the rental premises August 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer