

IN THE MATTER between **NTHC**, Applicant, and **RE and MRB**, 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-

RE and MRB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 9, 2017

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: KB, representing the applicant
DD, representing the applicant

Date of Decision: May 9, 2017

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against RE and MRB as the respondents/tenants was filed by the Rental Office March 16, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served the filed application on the respondent March 28, 2017.

The applicant alleged the respondents 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, payment of costs for repairs, termination, eviction, and compensation for use and occupation.

A hearing was scheduled for May 9, 2017, in Inuvik, Northwest Territories. The Rental Officer appeared by telephone. KB and DD appeared representing the applicant. RE and MRB were sent notice of the hearing by registered mail deemed served April 27, 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 *Residential Tenancies Act*.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 28, 2016. I am satisfied a valid tenancy agreement is in place between the parties 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 are currently assessed at \$365 per month.

On January 30, 2017, the applicant served the respondents with notice terminating their tenancy agreement February 28, 2017, for repeatedly failing to pay rent. Having given the respondents notice to terminate the tenancy agreement, the applicant deemed the respondents were no longer eligible for any rent subsidies and applied the maximum monthly rent of \$1,625 for the months of March to May 2017.

The last payments received against the respondents' rent account were recorded: November 22, 2016, in the amount of \$365; October 28, 2016, in the amount of \$365; and October 6, 2016, in the amount of \$365.

Section 7 of the tenancy agreement specifies that as long as the tenant is not in breach of the tenancy agreement the tenant will be eligible for a rent subsidy.

Section 54(1)(g) of the Act permits a landlord to give a tenant at least 10 days' written notice to terminate the tenancy agreement where the tenant has repeatedly failed to pay the rent.

I am satisfied the lease balance statements accurately reflect the payments made by the respondents against their rent account. I find the respondents have repeatedly failed to pay their rent. I find the applicant's notice to terminate the tenancy agreement is compliant with section 54(1)(g) of the Act. I find that by breaching their obligation to pay rent the respondents ceased being eligible for rent subsidies. I find the application of the maximum monthly rent of \$1,625 for the months of March to May 2017 appropriate in the circumstances. I find the respondents have accumulated rental arrears in the amount of \$5,970.

Damages

In July 2016 the respondents locked themselves out of the rental premises, accruing a call-out charge of \$115.50; to date \$8.50 of that charge remains outstanding. In September 2016 the respondents damaged the lock on their exterior door, accruing a charge of \$177.51 to replace the lock. In September 2016 the respondents again locked themselves out of the rental premises, accruing a call-out charge of \$115.50. In November 2016 the respondents damaged two interior doors, accruing a charge of \$681.45 to replace the doors. In January 2017, the respondents again locked themselves out of the rental premises, accruing a call-out charge of \$115.50.

On January 19, 2017, the respondents entered into an agreement to pay with the applicant in which they acknowledged and accepted responsibility for the above identified damages. I find the respondents responsible for the damages claimed and I find the respondents liable to the applicant for costs to effect repairs in the amount of \$1,098.46.

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.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$5,970; requiring the respondents to pay costs for repairs in the amount of \$1,098.46; terminating the tenancy agreement May 31, 2017; evicting the respondents from the rental premises June 1, 2017; and requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day the respondents remain in the rental premises after May 31, 2017.

Adelle Guigon
Rental Officer