

IN THE MATTER between **NTHC**, Applicant, and **ES and TFS**, 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-

ES and TFS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 25, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RB, representing the applicant

Date of Decision: April 25, 2017

REASONS FOR DECISION

An application to a rental officer made by YDFNHD on behalf of the NTHC as the applicant/landlord against ES and TFS as the respondents/tenants was filed by the Rental Office January 27, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in N'Dilo, Yellowknife, Northwest Territories. The filed application was personally served on ES January 31, 2017, and was served on TFS by registered mail signed for February 22, 2017.

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

A hearing was scheduled for April 25, 2017, in Yellowknife, Northwest Territories. RB appeared representing the applicant. ES and TFS were served notices of attendance by registered mail signed for April 11, 2017. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absences pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreements

The applicant's representative testified and provided evidence effectively establishing two residential tenancy agreements for subsidized public housing. The respondents had entered into a joint tenancy agreement commencing April 1, 2006. The joint tenancy agreement ended when ES signed a sole tenancy agreement commencing July 1, 2016. I am satisfied valid tenancy agreements are and were in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-10364 dated September 4, 2008, required the joint tenants to pay rental arrears in the amount of \$35,630 and to pay their future rent on time. This order has been satisfied.

Rental Officer Order Number 10-12103 dated May 12, 2011, required the joint tenants to pay rental arrears in the amount of \$59,980.77 and to pay their future rent on time. This order has been satisfied.

Rental Officer Order Number 10-14070 dated July 10, 2014, required the joint tenants to pay rental arrears in the amount of \$63,255.61 and to pay their future rent on time. This order has been satisfied.

Rental arrears

The lease balance statements entered into evidence represent the monthly assessed rents and payments received against each of the joint and sole tenancy rent accounts. All rents under both tenancies have been assessed the maximum monthly rent – currently established at \$1,545 per month – due to the respondent ES' income exceeding the income threshold to be eligible for rent subsidies.

The most recent payment made by ES against his sole tenancy rent account was received in April 2017 in the amount of \$1,000. This payment does not appear on the provided lease balance statement for the sole tenancy rent account, but was identified by the applicant's representative at hearing. The lease balance statement for the sole tenancy rent account was adjusted accordingly. The \$1,000 payment is the only payment that has been received against the sole tenancy rent account and comes after the respondent ES signed a promissory note to make bi-weekly payments of \$1,000 against his sole tenancy rent account. The last payment made by either of the respondents directly against the joint tenancy rent account was recorded on March 2, 2015, in the amount of \$934.17.

I am satisfied the lease balance statements accurately reflect the current status of the respondents' joint and sole tenancy rent accounts. I find the respondents have repeatedly failed to pay their rents under both tenancies. I find the respondents ES and TFS jointly liable for rental arrears accumulated as of June 30, 2016, in the amount of \$38,118.13. I find the respondent ES solely liable for the rental arrears accumulated since July 1, 2016, in the amount of \$14,450.

Termination of the tenancy agreement and eviction

In consideration of the respondent ES' repeated failure to pay his rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representative agreed a conditional termination and eviction order would be satisfactory dependent on the respondent complying with his obligation to pay his rent on time each month.

Orders

An order will issue:

requiring the respondents ES and TFS to pay rental arrears in the amount of \$38,118.13;

requiring the respondent ES to pay rental arrears in the amount of \$14,450;

requiring the respondent ES to pay his future rent on time;

terminating the respondent ES' sole tenancy agreement October 31, 2017, unless the respondent pays his monthly rent on time; and

evicting the respondent ES from the rental premises November 1, 2017, if the termination of the sole tenancy agreement becomes effective.

Adelle Guigon
Rental Officer