

IN THE MATTER between **NTHC**, Applicant, and **TM and AJF**, 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-

TM and AJF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4, 2017

Place of the Hearing: Behchoko, Northwest Territories

Appearances at Hearing: EN, representing the applicant
TM, respondent

Date of Decision: May 4, 2017

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against TM and AJF as the respondents/tenants was filed by the Rental Office March 1, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondents March 20, 2017.

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

A hearing was scheduled for May 4, 2017, in Behchoko, Northwest Territories. EN appeared representing the applicant. TM appeared as respondent and on behalf of AJF.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing September 13, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements, lease ledger, and statement of account entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondents' rent account. All rents have been subsidized and are currently assessed at \$345 per month. Of the last 17 months, there were seven months when the rent was paid in full and on time. Of note is that payments totalling greater than the monthly rent have been received in each of the last three months.

The respondent did not dispute the accuracy of the landlord's accounting and accepted responsibility for the accumulated debt.

I am satisfied the lease balance statements, lease ledger, and statement of account accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of their rent when due and have accumulated rental arrears in the amount of \$8,579.

Termination of the tenancy agreement and eviction

The applicant's representative proposed a conditional termination of the tenancy agreement and eviction dependent on a minimum amount being paid towards the rental arrears and future rent being paid in full and on time. The respondent was receptive to this proposal and made a commitment to pay at least \$355 per month towards the rental arrears in addition to the monthly assessed rent. In consideration of the respondents' repeated failure to pay their rent and the substantial amount of accumulated rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. Having agreement between the parties, I am satisfied the proposed conditional termination and eviction orders are reasonable.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$8,579;
- requiring the respondents to pay their rent on time in the future;
- terminating the tenancy agreement October 31, 2017, unless at least \$2,130 is paid towards the rental arrears and the rents for June to October are paid on time; and
- evicting the respondents from the rental premises November 1, 2017, if the termination of the tenancy becomes effective.

Adelle Guigon
Rental Officer