

IN THE MATTER between **NTHC**, Applicant, and **PT and MAT**, 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-

**PT and MAT**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 13, 2017

**Place of the Hearing:** Behchoko, Northwest Territories

**Appearances at Hearing:** BL, representing the applicant  
TM, representing the applicant  
PT, respondent  
MB, Tlicho interpreter

**Date of Decision:** June 13, 2017

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against PT and MAT as the respondents/tenants was filed by the Rental Office January 4, 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 January 12, 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, termination, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 13, 2017, in Behchoko, Northwest Territories. BL and TM appeared representing the applicant. PT appeared as respondent and on behalf of MAT. MB appeared to provide Tlicho interpretation services.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 5, 1989. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Previous orders*

Rental Officer Order Number 10-8752 dated December 19, 2005, required the respondents to pay rental arrears in the amount of \$2,298 and to pay their future rent on time. The monetary order was satisfied by February 2014.

*Rental arrears*

The lease balance statements, rent account spreadsheet, lease ledger, statement of account, and tenant ledger cards (documents) 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 \$150 per month. No payments or insufficient payments were made in nine of the last 18 months, however, the respondent has made consistent successful efforts to pay the rent plus a little more each month since December 2016.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging their debt and accepting responsibility for it. Inquiries are being made to determine the best options for the respondents going forward in consideration of their current personal status. The respondent offered assurances that he could continue to make similar payments as he has done recently going forward.

I am satisfied the documents accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$25,508.07.

*Termination of the tenancy agreement and eviction*

In consideration of the assurances offered by the respondent, the applicant's representative withdrew their request for eviction and compensation for use and occupation, requesting instead a lengthy termination order dependent on the respondent paying a set amount towards the rental arrears and paying their future rent on time.

In light of the respondent's historical failure to pay the rent on time and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement is justified. I am in agreement with the applicant's representative that a conditional termination order dependent on the respondents paying at least \$900 towards the rental arrears and paying their future rent on time is appropriate and reasonable.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$25,508.07;
- requiring the respondents to pay their future rent on time; and
- terminating the tenancy agreement December 31, 2017, unless at least \$900 is paid towards the rental arrears and the rents for July to December are paid on time.

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Adelle Guigon  
Rental Officer