

IN THE MATTER between **NTHC**, Applicant, and **KM and JIL**, 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-

**KM and JIL**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 4, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>EN, representing the applicant KM, respondent JIL, respondent</b>
<b><u>Date of Decision:</u></b>	<b>May 4, 2017</b>

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against KM and JIL 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 April 10, 2017.

The applicant alleged the respondents had repeatedly failed to pay rent, had failed to comply with a rental officer order, and had failed to pay for costs of repairs. An order was sought for payment of rental arrears, for payment of costs for repairs, for termination of the tenancy agreement, for eviction, and for compensation for use and occupation of the rental premises.

A hearing was scheduled for May 4, 2017, in Behchoko, Northwest Territories. EN appeared representing the applicant. KM and JIL appeared as respondents.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing February 5, 2015. 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 10-14603 dated May 22, 2015, required the respondents to pay rental arrears in the amount of \$1,733.50 in minimum monthly installments of \$150 starting in May 2015, and required the respondents to pay their future rent on time.

### *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 made against the respondents' rent account. All rents have been subsidized and are currently assessed at \$75 per month. The last five payments received against the rent account were recorded: April 13, 2017, in the amount of \$75; March 2, 2017 in the amount of \$75; February 21, 2017, in the amount of \$100; February 20, 2017, in the amount of \$60; and November 4, 2016, in the amount of \$80. Although effectively the respondents have paid the rental arrears directed under Rental Officer Order Number 10-14603, the respondents failed to pay the minimum monthly installments directed under that order.

The respondents did not dispute the accuracy of the landlord's accounting, acknowledging their debt and accepting responsibility for it. The respondents made a commitment to pay their rent on time and to pay the rental arrears in full by the end of August 2017.

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 failed to comply with a rental officer order to pay minimum monthly installments. I find the respondents have repeatedly failed to pay their rent. I find the respondents have accumulated rental arrears in the amount of \$1,668.50.

### *Damages*

The parties agreed and evidence was presented establishing damages to the rental premises occurring in August 2014 consisting of five broken windows and two damaged exterior doors. Only two payments have been made by the respondents against the costs of repairs: one on June 3, 2016 in the amount of \$65 and one on July 21, 2016, in the amount of \$5. The respondents did not dispute the amount claimed for the remaining costs of repairs, accepting responsibility for them.

I am satisfied the respondents are responsible for the claimed damages. I find the respondents liable for the remaining outstanding costs of repairs in the amount of \$1,787.90.

### *Disturbances*

The applicant's representative referred to a notice given to the respondents April 14, 2015, regarding partying that had occurred at the rental premises. Since then there had been a verbal complaint of another incident, but the applicant's representative confirmed there have been no recent complaints. The respondents did not dispute the single incident reference in the notice and confirmed that they have not caused further disturbances in recent months.

I am satisfied that a disturbance occurred in the past and as such I find the respondents have breached their obligation not to cause disturbances, but I am not satisfied that anything beyond an order to comply with their obligation not to cause disturbances is necessary.

### *Termination of the tenancy agreement and eviction*

In light 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 the applicant and in consideration of the respondents' commitment, I am satisfied the termination and eviction should be conditional on the respondents paying of the rental arrears in full by the end of August and paying their future rent on time.

### *Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$1,668.50;
- requiring the respondents to pay their future rent on time;
- requiring the respondents to pay costs of repairs in the amount of \$1,787.90;
- requiring the respondents to comply with their obligation not to cause disturbances;
- terminating the tenancy agreement August 31, 2017, unless the rental arrears are paid in full and the rents for June, July, and August are paid on time; and
- evicting the respondents from the rental premises September 1, 2017, if the termination of the tenancy agreement becomes effective.

---

Adelle Guigon  
Rental Officer