

IN THE MATTER between **NTHC**, Applicant, and **AL and AD**, 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-

**AL and AD**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 27, 2017

**Place of the Hearing:** Fort Liard, Northwest Territories

**Appearances at Hearing:** EM, representing the applicant  
AL, respondent

**Date of Decision:** July 27, 2017

**REASONS FOR DECISION**

An application to a rental officer made by FLHA on behalf of the NTHC as the applicant/landlord against AL and AD as the respondents/tenants was filed by the Rental Office May 10, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was served on the respondents by registered mail signed for May 26, 2017.

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

A hearing was scheduled for July 27, 2017, in Fort Liard, Northwest Territories. The Rental Officer appeared by telephone. EM appeared representing the applicant. AL appeared as respondent and on behalf of AD.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. 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 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 were assessed at \$580 per month for July 2016 to June 2017; the subsidized rent is now assessed at \$345 per month for July 2017 to June 2018. Either no payments or payments of insufficient amounts were received in 16 of the last 18 months.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. AL testified that he and AD had an agreement that she would help pay the rent, but she did not follow through with her promise. The respondent did not find out that AD had not made her payments until recently. The respondents had a conversation about the payments, and AL expected together they should be able to pay at least \$1,000 per month towards the rent and rental arrears.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's 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 \$6,505.

*Termination of the tenancy agreement and eviction*

In light of the respondents' repeated failure to pay their rent and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction will be conditional on the respondents paying a set amount against the rental arrears and paying their future rent on time.

The applicant's representative did not have the updated lease balance statement with her at the hearing, providing it afterwards. It was not noted at hearing that the subsidized rent amount had changed. The minimum amount of \$1,260 for which the respondents were ordered at hearing against the rental arrears by October 31<sup>st</sup> was calculated based on their commitment to pay at least \$1,000 per month towards the rent and rental arrears, and the previous subsidized rent amount of \$580.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$6,505;
- requiring the respondents to pay their future rent on time;
- terminating the tenancy agreement October 31, 2017, unless at least \$1,260 is paid towards the rental arrears and the rents for August, September, and October are paid on time; and
- evicting the respondents from the rental premises November 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer