

IN THE MATTER between **NTHC**, Applicant, and **PW and BM**, 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-

**PW and BM**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 3, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>BL, representing the applicant TM, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 3, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against PW and BM as the respondents/tenants was filed by the Rental Office June 30, 2017. The application was made regarding subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondents July 26, 2017.

The applicant alleged the respondents had accumulated rental arrears, had caused damages to the rental premises, and had caused disturbances. An order was sought for payment of rental arrears, payment of future rent on time, payment of outstanding costs of repairs, compliance with their obligation not to cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for October 3, 2017, in Behchoko. BL and TM appeared representing the applicant. PW and BM were personally served with notices of the hearing on July 26, 2017. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 26, 2008. I am satisfied a valid tenancy agreement is in place in accordance with 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 are currently assessed at \$75 per month. Payments made by the respondents in recent months have substantially reduced their rental arrears balance, however, that balance still represents unpaid rent accumulated since January 2013.

I am satisfied the lease balance statement accurately reflects the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay their rent when due and have accumulated rental arrears in the amount of \$1,465.25.

#### *Repairs*

In April 2013 the respondents were transferred from one subsidized public housing unit to another. An exit inspection was conducted on or about April 30, 2013, from which the applicant identified damages requiring replacement of one exterior door, replacement of three windows, repair of holes in walls and ceilings, replacement of two interior doors, replacement of switch plate covers, replacement of bathroom fixtures, and 10 percent of the value of repainting the premises interior. The total costs of those repairs amounted to \$2,598.75. The respondents accepted responsibility for those costs when they entered into an agreement to pay dated November 16, 2016, which included in the amount of arrears the costs of repairs. Twelve payments against those costs of repairs were recorded between November 2014 and September 2017 totalling \$1,405.

I am satisfied the respondents have accepted full responsibility for the damages to the rental premises they vacated in April 2013. I find the respondents liable to the applicant for the outstanding costs of repairs in the amount of \$1,193.75.

#### *Disturbances*

The applicant alleged the respondents had caused disturbances and requested as part of their application an order for the respondents to comply with their obligation not to cause disturbances. Evidence of disturbances was included in the application package, however, the most recent complaint of disturbances was recorded in September 2012. There is no evidence of any disturbances occurring or being reported of since then.

I am not prepared to consider disturbances occurring over five years ago against the respondents. I am not satisfied any disturbances have occurred since September 2012 for which the respondents are responsible. The applicant's request for an order that the respondents comply with their obligation not to cause disturbances is denied.

*Termination of the tenancy agreement and eviction*

In consideration of the respondents' repeated failure to pay their rent when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representatives, the termination and eviction will be conditional on the respondents paying at least \$1,000 towards the total arrears and paying their future rent on time.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$1,465.25;
- requiring the respondents to pay their rent on time in the future;
- requiring the respondents to pay the remaining costs of repairs in the amount of \$1,193.75;
- terminating the tenancy agreement January 31, 2018, unless at least \$1,000 is paid towards the rental arrears and the rents for November, December, and January are paid on time; and
- evicting the respondents from the rental premises February 1, 2018, if the termination of the tenancy agreement becomes effective.

---

Adelle Guigon  
Rental Officer