

IN THE MATTER between **NTHC**, Applicant, and **BARS and BMR**, 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-

**BARS and BMR**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 11, 2017</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>LN, representing the applicant ER, representing the applicant BMR, respondent BARS, respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 11, 2017</b>

**REASONS FOR DECISION**

An application to a rental officer made by PHA on behalf of the NTHC as the applicant/landlord against BARS and BMR as the respondents/tenants was filed by the Rental Office July 10, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Paulatuk, Northwest Territories. The filed application was personally served on the respondents August 23, 2017.

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

A hearing was scheduled for October 11, 2017, by three-way teleconference. LN and ER appeared representing the applicant. BMR and BARS appeared as respondents.

*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).

*Previous orders*

Rental Officer Order Number 20-13622 dated January 2, 2014, required the respondents to pay rental arrears in the amount of \$52,290.92, and required the respondents to pay their future rent on time.

### *Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. The respondents were eligible for rent subsidies for most months prior to August 2015. Since August 2015, the respondents' household income met or exceeded the income threshold for subsidized public housing and therefore the maximum monthly rent of \$1,445 had been and continues to be applied.

The last two payments received directly from the respondents against the rent account were recorded June 30, 2017, in the amount of \$300, and January 31, 2017, in the amount of \$600. Both payments were made by hamlet payroll deductions. Regular monthly payments prior to January 2017 were received through hamlet payroll deductions, however, they were of insufficient amounts to cover the monthly rent.

Starting in April 2014, regular GNWT payroll deductions were received against the respondents' rental arrears. Neither the local housing association nor the respondents realized the GNWT payroll deductions were garnishments against the rental arrears ordered paid under Rental Officer Order Number 20-13622 until some time in late 2015. Both thought the GNWT payroll deductions were for the rents for the month the payments were received in.

The respondents' CRA 2016 income tax remittance was garnished against Rental Officer Order Number 20-13622 rental arrears on March 15, 2017, and payroll garnishments against those same rental arrears began through the Sheriff's Office in April 2017.

Despite the acknowledged misunderstanding regarding the application of garnishments, the respondents' acknowledged their failure to pay the full amount of rent when due and accepted responsibility for their debt.

I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay their rent, have repeatedly failed to comply with a rental officer order to pay their future rent on time, and have accumulated rental arrears in the amount of \$48,622.90. Of that total, rental arrears accumulated since the last rental officer order was issued amount to \$28,765.

#### *Repairs*

In July 2014 the rental premises was inspected and damages were identified consisting of holes in the walls, three broken interior doors, one broken exterior door, and five broken electrical switch covers. A work order was generated and an invoice was issued in January 2015 for costs of repairs totalling \$3,057.31. Some payments were made by the respondents against the costs of repairs reducing the total outstanding amount to \$2,329.

The respondents acknowledged the damages and accepted responsibility for the costs of repairs. They did not dispute the remaining amount owing for those costs.

I find the respondents responsible for the claimed damages. I find the respondents liable for the remaining costs of repairs in the amount of \$2,329.

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

In consideration of the respondents' repeated failure to pay their rent on time and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The respondents did not dispute the necessity of this decision, requesting only that they be permitted to remain in the premises until the spring so as to ensure they can find adequate alternate accommodations and not have to move during the winter months. The applicant's representative was responsive to this request and agreed a spring-time termination and eviction would be suitable.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$28,765;
- requiring the respondents to pay costs of repairs in the amount of \$2,329;
- terminating the tenancy agreement May 31, 2018;
- evicting the respondents from the rental premises June 1, 2018; and
- requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$47.51 for each day they remain in the rental premises after May 31, 2018.

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Adelle Guigon  
Rental Officer