

IN THE MATTER between **NTHC**, Applicant, and **AE, PE1, and PE2**, 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-

AE, PE1, and PE2

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 7, 2017
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant
<u>Date of Decision:</u>	November 7, 2017

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against AE, PE1, and PE2 as the respondents/tenants was filed by the Rental Office August 29, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondents by registered mail signed for September 22, 2017.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, 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, and eviction.

A hearing was scheduled for November 7, 2017, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. AE, PE1, and PE2 were served notices of the hearing by registered mail signed for September 22, 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 representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2017. 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 made against the respondents' rent account. All rents have been subsidized and are currently assessed at \$890 per month. Insufficient payments have been received against rent in five of the last seven months.

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 in full when due and have accumulated rental arrears in the amount of \$3,099.99.

Repairs

The applicant's representative testified and evidence was presented establishing that in June 2017 the kitchen cupboard door below the sink had been damaged beyond repair and required replacement. A work order was generated and the door was replaced at a cost of \$124.

I am satisfied the respondents are responsible for the damaged cupboard door. I find the respondents liable to the applicant for costs of repairs in the amount of \$124.

Termination of the tenancy agreement and eviction

In light of the respondents' repeatedly failure to pay their rent 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 representative, I am satisfied it is reasonable to order conditional termination and eviction dependent on the payment of the rental arrears in full and payment of future rents on time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$3,099.99;
- requiring the respondents to pay their rent on time in the future;
- requiring the respondents to pay costs of repairs in the amount of \$124;
- terminating the tenancy agreement March 31, 2018, unless the rental arrears are paid in full and the rents for December 2017 to March 2018 are paid on time; and
- evicting the respondents from the rental premises April 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer