

IN THE MATTER between **NTHC**, Applicant, and **PV and JL**, 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-

**PV and JL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2017

**Place of the Hearing:** Tuktoyaktuk, Northwest Territories

**Appearances at Hearing:** LP, representing the applicant

**Date of Decision:** December 13, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the applicant/landlord against PV and JL as the respondents/tenants was filed by the Rental Office September 22, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the respondent October 16, 2017.

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

A hearing was scheduled for December 13, 2017, in Tuktoyaktuk. LP appeared representing the applicant. PV and JL were personally served notices of the hearing October 16, 2017. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to subsection 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 September 7, 1988. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order Number 20-747 dated June 17, 1991, required the respondents to pay rental arrears in the amount of \$582.51 and terminated the tenancy agreement July 31, 1991, unless the rental arrears were paid in full.

Rental Officer Order Number 20-3680 dated May 29, 1995, required the respondents to pay rental arrears in the amount of \$863 and terminated the tenancy agreement July 31, 1995, unless the rental arrears were paid in full.

Rental Officer Order Number 20-9331 dated January 11, 2007, required the respondents to pay rental arrears in the amount of \$12,464.62 in minimum monthly installments of \$400 starting in February 2007, and required the respondents to pay their future rent on time.

Rental Officer Order Number 20-15017 dated March 30, 2016, rescinded Rental Officer Order Number 9331, required the respondents to pay rental arrears in the amount of \$9,154.52, and terminated the tenancy agreement June 30, 2016, unless the rental arrears were paid in full.

*Rental arrears*

The lease ledgers entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. The applicant's representative testified that the last rental officer order for payment of rental arrears has been satisfied through garnishments and that the current rental arrears balance represents unpaid rent accumulated since the last rental officer order was issued. All rents have been subsidized and are currently assessed at \$1,155 per month. Either insufficient payment or no payments have been received in all of the last 13 months of the tenancy.

I am satisfied the lease ledgers 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 previous rental officer order to pay their future rent on time, and have accumulated rental arrears in the amount of \$9,381.71.

*Termination of the tenancy agreement and eviction*

In light of the respondents' repeated failure to pay the full amount of their rent when due and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representative requested the termination and eviction orders be conditional on the respondents' payment of the rental arrears in full and the payment of future rent on time.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$9,381.71;
- requiring the respondents to pay their rent on time in the future;
- terminating the tenancy agreement March 31, 2018, unless the rental arrears are paid in full and the rents for January, February, and March are paid on time; and
- evicting the respondents from the rental premises April 1, 2018, if the termination of the tenancy becomes effective.

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Adelle Guigon  
Rental Officer