IN THE MATTER between **NTHC**, Applicant, and **GE and DP**, 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-

GE and DP

Respondent/Tenant

REASONS FOR DECISION

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

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

Appearances at Hearing: **LP, representing the applicant**
GE, respondent
DP, respondent

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 GE as the respondent/tenant 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 17, 2017.

The applicant alleged the respondent had repeatedly failed to pay 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. GE appeared as respondent and DP appeared as joint tenant.

Preliminary matters

The application to a rental officer was originally made against GE alone as the respondent/tenant. The written tenancy agreement identified GE and DP as joint tenants. All three parties present at the hearing agreed that the application to a rental officer should be amended to include DP as a respondent/tenant. The application was amended and the style of cause going forward will identify the respondents/tenants as GE and DP.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing May 16, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease ledgers 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 $790 per month. Either no payments or insufficient payments were received in nine of the last 12 months of the tenancy.

The respondents did not dispute the accuracy of the landlord's accounting, acknowledging their debt and accepting responsibility for it. They confirmed their household income is currently supplemented by employment insurance payments which will permit them to pay the full subsidized rent going forward, but it will make their budget very tight.

I am satisfied the lease ledgers entered into evidence accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of their rent when due and have accumulated rental arrears in the amount of $4,112.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay their rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement between the parties, the termination and eviction will be conditional on the payment of at least $300 towards the rental arrears and the payments of future rent on time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of $4,112;

- requiring the respondents to pay their rent on time in the future;

- terminating the tenancy agreement March 31, 2018, unless at least $300 is paid towards the rental arrears 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 agreement becomes effective.

Adelle Guigon
Rental Officer