

IN THE MATTER between **NTHC**, Applicant, and **ES and JS**, 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-

**ES and JS**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 28, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CS, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>February 28, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against ES and JS as the respondents/tenants was filed by the Rental Office October 5, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondents by registered mail deemed served November 8, 2017, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents had repeatedly failed to pay rent when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was originally scheduled for January 11, 2018. Neither the applicant nor the respondents appeared at that hearing. The hearing was re-scheduled to February 28, 2018, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. ES and JS were served notice of the hearing by registered mail deemed served February 12, 2018, pursuant to subsection 71(5) of the Act. A detailed voicemail was also left at the contact number provided on file February 22, 2018. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of 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 October 9, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous order*

Rental Officer Order Number 15415 dated April 27, 2017, ordered 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 received against the respondents' rent account. All rents have been subsidized and are currently assessed at \$890 per month. Since the last rental officer order was issued, the respondents either made insufficient payments or no payments in four of the last 10 months of the tenancy. At the time the application was filed, the respondents carried rental arrears in the amount of \$1,000. By January 10, 2018, the rental arrears had increased to \$1,775. By the time of this hearing the respondents had successfully reduced the rental arrears to \$26. The lease balance statement was amended at hearing to reflect the new balance. As a result, the applicant's representative withdrew the request for an order to pay rental arrears, seeking at this time an order that the respondents pay their future rent on time and a conditional termination order.

I am satisfied the amended lease balance statements 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 failed to comply with a rental officer order to pay their future rent on time.

*Termination of the tenancy agreement and eviction*

In light of the respondents' repeated failure to pay their rent in full when due, even after being ordered to comply with that obligation by a Rental Officer, I am satisfied termination of the tenancy agreement and eviction are justified. However, in consideration of the respondent's successful resolution of their accumulated rental arrears and apparent efforts over time to

consistently pay the rent in full within the month that its due, I'm in agreement with the applicant's representative that a conditional termination order is appropriate. It was agreed at hearing that a six-month conditional termination order without an eviction order would be reasonable and hold the respondents accountable for their actions respecting payment of rent.

*Orders*

An order will issue requiring the respondents to pay their future rent on time and terminating the tenancy agreement August 31, 2018, unless the rents for March to August are paid on time.

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Adelle Guigon  
Rental Officer