

IN THE MATTER between **NTHC**, Applicant, and **CW and LW**, 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-

**CW and LW**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 6, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>BL, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>March 6, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against CW and LW as the respondents/tenants was filed by the Rental Office December 1, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Edzo, Behchoko, Northwest Territories. The filed application was personally served on the respondents December 21, 2017.

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

A hearing was scheduled for March 6, 2018, in Behchoko. BL appeared representing the applicant. CW and LW were personally served notices of the hearing December 21, 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 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 market rental housing commencing January 1, 2004. By a letter dated April 11, 2016, the applicant acknowledged to the respondent the transfer of their tenancy agreement from a market rental agreement to a subsidized public housing agreement under the Homeownership Entry Level Program (HELP) effective April 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous orders*

Rental Officer Order Number 10-11457 dated May 25, 2010, required the respondents to pay rental arrears in the amount of \$36,100 in minimum monthly installments of \$500 starting in June 2010 and required the respondents to pay their future rent on time.

Rental Officer Order Number 10-12270 dated September 21, 2011, required the respondents to pay rental arrears in the amount of \$35,125 and terminated their tenancy agreement October 31, 2011. The termination order was not enforced.

*Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly rent and payments received against the respondent's rent account. All rents since April 2016 have been subsidized and are currently assessed under HELP at \$375 per month. Either insufficient payments or no payments were received in nine of the last 12 months of the tenancy.

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 the full amount of their rent when due and have accumulated rental arrears in the amount of \$4,050.

*Termination of the tenancy agreement and eviction*

In light of the respondents' repeated failure to pay their rent and the substantial amount of subsidized 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 that conditional termination and eviction dependent on the payment of the rental arrears in full and the payment of future rent on time is reasonable.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$4,050;
- requiring the respondents to pay their future rent on time;
- terminating the tenancy agreement June 30, 2018, unless the rental arrears are paid in full and the rents for April, May, and June are paid on time; and
- evicting the respondents from the rental premises July 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer