

IN THE MATTER between **NTHC**, Applicant, and **DV and DA**, 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-

**DV and DA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 18, 2018

**Place of the Hearing:** Fort Smith, Northwest Territories

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

**Date of Decision:** April 18, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against DV and DA as the respondents/tenants was filed by the Rental Office June 30, 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 signed for August 8, 2017, and an addendum to the application was personally served on the respondents March 7, 2018.

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 the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing originally scheduled for September 12, 2017, was postponed at the request of the applicant. The hearing was re-scheduled for November 29, 2017, and again postponed at the request of the applicant. The hearing was re-scheduled for February 28, 2018, peremptory on the applicant. CS appeared representing the applicant. The respondents did not appear. At hearing the applicant's representative conceded that there had been substantial changes to the status of the respondents' rent account which warranted an addendum to the application. It was agreed to adjourn the hearing *sine die* pending receipt of the addendum to the application and proof of service of the application and addendum on the respondents.

The hearing was re-scheduled to April 18, 2018, in Fort Smith. CS appeared representing the applicant. DV and DA were sent notice of the hearing by registered mail deemed served April 3, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). I telephoned the respondents on April 14, 2018, and confirmed directly with DV that she had in fact received a copy of the notice of the hearing. The respondents did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the Act.

### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing September 1, 2016. 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 received against the respondents' rent account. All rents have been subsidized and are currently assessed at \$1,295 per month. The last payment received against the respondent's rent account was recorded April 21, 2017, in the amount of \$800; No payments have been received since.

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 and have accumulated rental arrears in the amount of \$13,640.

### *Damages*

On October 24, 2017, the respondents called the applicant to report that the rear exterior door had been kicked in by one of the tenants. The applicant's maintenance personnel attended the rental premises and effected repairs, and charged the costs of \$550.91.

I am satisfied that the damages to the exterior door were caused by the negligent or wilful conduct of one of the respondents. I find the respondents liable to the applicant for the costs of repairs in the amount of \$550.91.

### *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. Despite those circumstances, the applicant's representative requested that the termination and eviction orders be issued conditionally for six months dependent on the respondents paying the rental arrears in full and their future rents on time.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$13,640;
- requiring the respondents to pay their future rent on time;
- requiring the respondents to pay for costs of repairs in the amount of \$550.91;
- terminating the tenancy agreement October 31, 2018, unless the rental arrears are paid in full and the rents for May to October are paid on time; and
- evicting the respondents from the rental premises November 1, 2018, if the termination of the tenancy agreement becomes effective.

---

Adelle Guigon  
Rental Officer