

IN THE MATTER between **NTHC**, Applicant, and **DS and CS**, 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-

**DS and CS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 4, 2018

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

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

**Date of Decision:** April 4, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against DS and CS as the respondents/tenants was filed by the Rental Office December 6, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the respondents by registered mail deemed served January 12, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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, and eviction.

A hearing was scheduled for April 4, 2018, in Fort Simpson. KK appeared representing the applicant. DS and CS were served notices of the hearing by registered mail deemed served January 12, 2018, pursuant to subsection 71(5) of the Act. Neither a telephone number, fax number, nor email address were provided for the respondents. 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 January 23, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The lease balance statement entered into evidence represents 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 \$160 per month. No payments were received in 12 of the 16 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 rent and have accumulated rental arrears in the amount of \$2,467.

*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, the termination and eviction orders will be conditional on the respondents paying the rental arrears in full and paying their future rents on time. At hearing I misspoke and identified the termination date as June 30, 2018, and the eviction date as July 1, 2018. The intent was to provide the respondents with three months to show they could pay their rental arrears and pay their rent on time. The correct termination and eviction dates should be July 31, 2018, and August 1, 2018, respectively, and the order will reflect these dates.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$2,467;
- requiring the respondents to pay their future rent on time;
- terminating the tenancy agreement July 31, 2018, unless the respondents pay the rental arrears in full and pay the rents for May, June, and July on time; and
- evicting the respondents from the rental premises August 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer