

IN THE MATTER between **NTHC**, Applicant, and **SH and KM**, 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-

**SH and KM**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 5, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Simpson, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>KK, representing the applicant MH, representing the applicant SH, respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 5, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against SH and KM as the respondents/tenants was filed by the Rental Office February 21, 2018. 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 signed for March 14, 2018.

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, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 5, 2018, in Fort Simpson. KK and MH appeared representing the applicant. SH appeared as respondent and on behalf of KM.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing November 13, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 as of February 7, 2018. The lease balance statement does not include the rent for February 2018. All rents have been subsidized and are currently assessed at \$610 per month. Either no payments or insufficient amounts have been paid in 10 of the last 12 months of the tenancy ending January 31, 2018.

The respondent did not dispute the accuracy of the landlord's account, acknowledging the debt and accepting responsibility for it. She made a commitment to pay \$900 per month in two installments to pay the monthly rent and towards the accumulated rental arrears. For the purposes of this hearing, the applicant's representatives were satisfied with the respondent's offer but emphasized they would require the respondent to attend the local housing authority office to discuss formalizing a payment plan.

I am satisfied the lease balance statements accurately reflect the status of the respondents' rent account as of January 31, 2018. I find the respondents have repeatedly failed to pay rent and have accumulated rental arrears in the amount of \$4,109.

*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 is justified. The parties agreed to conditional termination and eviction orders dependent on the respondents paying at least \$870 towards the rental arrears and paying their future rent on time.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$4,109;
- requiring the respondents to pay their future rent on time;
- terminating the tenancy agreement July 31, 2018, unless at least \$870 is paid towards the rental arrears and the rents for May, June, and July are paid 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