

IN THE MATTER between **NTHC**, Applicant, and **TL and JF**, 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-

TL and JF

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 19, 2018

Place of the Hearing: Behchoko, Northwest Territories

Appearances at Hearing: BL, representing the applicant

Date of Decision: April 19, 2018

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against TL and JF as the respondents/tenants was filed by the Rental Office February 16, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondents February 23, 2018.

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

A hearing was scheduled for April 19, 2018, in Behchoko. BL appeared representing the applicant. TL and JF were personally served notice of the hearing February 23, 2018. 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 subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-11548 issued August 3, 2010, required the respondents to pay rental arrears in the amount of \$5,999 in minimum monthly installments of \$200 starting in August 2010, required the respondents to pay their future rent on time, and required the respondents to comply with their obligation not to cause disturbances and not to breach that obligation again.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been subsidized and are currently assessed at \$75 per month. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy. The balance owing represents approximately 53 months (4.4 years) of subsidized rental arrears.

I am satisfied the lease balance statement accurately reflects the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay their rent when due, have failed to comply with a rental officer order to pay minimum monthly installments towards the rental arrears, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$3,931.09.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay their rent, the respondents' failure to comply with rental officer orders, and the amount of rental arrears accumulated by the respondents, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, the termination and eviction will be conditional on the respondents paying the rental arrears in full and paying their future rent on time.

Orders

An order will issue:

- rescinding paragraph 1 of Rental Officer Order Number 10-11548 and requiring the respondents to pay rental arrears in the amount of \$3,931.09;
- requiring the respondents to pay their rent on time in the future;
- terminating the tenancy agreement July 31, 2018, unless the rental arrears are paid in full 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.

Adelle Guigon
Rental Officer