

IN THE MATTER between **NTHC**, Applicant, and **TL and MM**, 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 MM

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
MM, respondent

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 MM as the respondents/tenants was filed by the Rental Officer 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 rent and had accumulated rental arrears. An order was sought 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, Northwest Territories. BL appeared representing the applicant. MM appeared as respondent and on behalf of TL.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized housing under the applicant's Homeownership Entry Level Program (HELP) commencing February 21, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 \$375 per month. Either insufficient payments or no payments were received in nine of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. The respondent indicated she expects to have the full amount of rental arrears paid off by the end of June, including paying the monthly rent in full and on time.

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 \$1,750.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay their rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction. However, all parties agreed the termination and eviction orders should be conditional on the respondents paying the rental arrears in full and paying their future rent on time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$1,750;
- requiring the respondents to pay their future rent on time;
- 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