

IN THE MATTER between **NTHC**, Applicant, and **DF and MR**, 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-

DF and MR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 30, 2018

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: BF, representing the applicant
DeF, representing the applicant
MR, respondent

Date of Decision: May 30, 2018

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against DF and MR as the respondents/tenants was filed by the Rental Office February 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the respondents by registered mail signed for March 2, 2018.

The applicant alleged the respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental arrears.

A hearing was scheduled for May 30, 2018, in Fort McPherson. The Rental Officer appeared by telephone. BF and DeF appeared representing the applicant. MR appeared as respondent and on behalf of DF.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing November 15, 2006. 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 and lease ledger (rent documents) entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondents' rent account. All rents since July 2017 have been assessed at the maximum monthly rent of \$1,445 due to the respondents' household income exceeding the maximum threshold to be eligible for rent subsidies. Either insufficient payments or no payments were received in eight of the last 11 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging their debt and accepting responsibility for it. She explained that they had other bills accumulating as well and could not keep up. The respondents had attempted to make application to the landlord requesting a re-assessment of their monthly rent, without success. The respondents were encouraged to make further inquiries of the landlord to better understand why they were deemed ineligible for rent subsidies.

I am satisfied the rent documents accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the rent and have accumulated rental arrears in the amount of \$8,360.

Termination of the tenancy agreement and eviction

Despite the question of whether or not the monthly rents will or can be re-assessed for rent subsidies, the repeated failure to pay any rent and the substantial amount of rental arrears accumulated cannot be ignored. As such, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be conditional on the respondents paying their future rent on time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$8,360;
- requiring the respondents to pay their future rent on time;
- terminating the tenancy agreement September 30, 2018, unless the rents for June, July, August, and September are paid on time; and
- evicting the respondents from the rental premises October 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer