

IN THE MATTER between **NTHC**, Applicant, and **SP and JHF**, 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-

**SP and JHF**

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  
DF, representing the applicant

**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 SP and JHF 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 personally served on the respondents May 28, 2018.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for May 30, 2018, in Fort McPherson. The Rental Officer appeared by telephone. BF and DF appeared representing the applicant. SP and JHF were personally served notice of the hearing May 28, 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 December 3, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Previous orders*

Rental Officer Order Number 20-13840 issued January 16, 2014, required the respondents to pay rental arrears in the amount of \$3,650; required the respondents to pay their future rent on time; required the respondents to report their household income as required; and terminated the tenancy agreement February 28, 2014, unless the rental arrears were paid in full.

Rental Officer Order Number 20-14301 issued October 16, 2014, required the respondents to pay rental arrears in the amount of \$2,815.50; required the respondents to pay a call-out fee of \$50; required the respondents to report their household income for July to September 2014 no later than October 31, 2014, and not to breach their household income reporting obligations again; and terminated the tenancy agreement January 31, 2015, unless the rental arrears were paid in full.

Rental Officer Order Number 15336 issued November 22, 2016, required the respondents to pay rental arrears in the amount of \$1,625; required the respondents to pay their future rent on time; required the respondents to pay a call-out fee of \$50; terminated the tenancy agreement February 28, 2017, unless the rental arrears were paid in full and the rents for December, January, and February were paid on time; and evicted the respondents from the rental premises March 1, 2017, if the termination of the tenancy agreement became effective.

*Rental arrears*

The lease balance statement and lease ledger (rent documents) 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 \$325 per month. Either insufficient payments or no payments were received in 11 of the last 12 months of the tenancy.

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 their rent, have failed to comply with a rental officer order to pay their future rent on time, and have accumulated rental arrears in the amount of \$3,410.

### *Damages*

The rent documents also included two charges against the respondent for tenant damages: one entered January 26, 2018, in the amount of \$68.50 and the other entered March 27, 2018, in the amount of \$79.57. No evidence was provided supporting the latter charge, therefore, that charge was not considered at this hearing.

The former charge of \$68.50 was supported by a work order indicating that on December 13, 2017, the applicant was notified that the exterior door handle had been damaged. The door handle was replaced on December 21, 2018, at a cost to the respondent of \$68.50.

I am satisfied the respondent is responsible for the damage to the exterior door handle. I find the respondent liable to the applicant for the cost of repairs in the amount of \$68.50.

### *Termination of the tenancy agreement and eviction*

In light of the respondents' repeated failure to pay their rent, the substantial amount of accumulated subsidized rental arrears, and the respondents' repeated failure to comply with rental officer orders, I am satisfied termination of the tenancy agreement and eviction are justified.

### *Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$3,410;
- terminating the tenancy agreement June 30, 2018;
- evicting the respondents from the rental premises July 1, 2018; and
- requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$47.51 for each day they remain in the rental premises after June 30, 2018, to a maximum of \$1,445 per month.

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Adelle Guigon  
Rental Officer