

IN THE MATTER between **NTHC**, Applicant, and **KA and JPS**, 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-

KA and JPS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 26, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KK

Date of Decision: June 26, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against KA and JPS 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 Wrigley, Northwest Territories. The filed application was served on the respondents by fax confirmed received March 13, 2018.

The applicant alleged the respondents had repeatedly failed to pay rent, had failed to comply with a rental officer order, 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 originally scheduled for April 5, 2018. The respondents requested a postponement due to a medical travel scheduling conflict. The request was granted, and the hearing was re-scheduled to June 26, 2018, by three-way teleconference. KK appeared representing the applicant. KA and JPS were served notice of the hearing by registered mail deemed served June 19, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). The respondents did not appear at the hearing, nor did anyone appear on the respondents' behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the Act.

Tenancy agreement

The applicant's representative testified that a residential tenancy agreement had been entered into 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 10-14919 issued June 9, 2016, required the respondents to pay rental arrears in the amount of \$11,005.81, required the respondents to pay their future rent on time, terminated the tenancy agreement September 30, 2016 unless the rents for July, August, and September were paid on time and at least \$2,000 was paid towards the rental arrears, and evicted the respondents from the rental premises October 1, 2016, if the termination of the tenancy agreement became effective.

A review of the lease balance statement showed that although the respondents had complied with the ordered requirement to pay at least \$2,000 towards their rental arrears, they did not in fact pay the September 2016 rent on time, in which case the tenancy was terminated September 30, 2016. However, the applicant clearly opted not to enforce the eviction order, effectively permitting the tenancy agreement to continue uninterrupted. As such, I am deeming the tenancy agreement was reinstated as of October 1, 2016.

Rental arrears

The lease balance statements and client aged detail (rent documents) entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$1,230 per month.

Between July 1, 2016, and March 31, 2017, the respondents had successfully made sufficient payments to apply credits totalling \$3,745 against the rental arrears specified under the previous rental officer order. The applicant began garnishments against the respondents in January 2018 which amounted to a total of \$4,093.02 being garnished as of June 6, 2018. All garnishments were applied against the rental arrears specified under the previous rental officer order.

Not including the garnishments, either insufficient payments or no payments were received against the respondents' rent account in 14 of the last 15 months of the tenancy.

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 their rent, have repeatedly failed to comply with a rental officer order to pay their future rent on time, and have accumulated rental arrears since the last rental officer order was issued in the amount of \$11,795. (Note: At hearing I identified the rental arrears as \$11,630. After again reviewing the lease balance statements while writing these reasons for decision, I identified a mathematical error I had previously made which when corrected resulted in the amended rental arrears total of \$11,795.)

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay their rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction is justified. After some discussion with the applicant's representative, we agreed a second chance for the respondents would be appropriate and, therefore, the termination and eviction order will be conditional on the respondents paying their future rent on time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears accumulated since the last rental officer order was issued in the amount of \$11,795;
- requiring the respondents to pay their future rent on time;
- terminating the tenancy agreement September 30, 2018, unless the rents for 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