

IN THE MATTER between **S.H.**, Applicant, and **R.L. AND C.E.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

S.H.

Applicant/Landlord

-and-

R.L. AND C.E.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 14, 2018
<u>Place of the Hearing:</u>	Sachs Harbour, NT via teleconference
<u>Appearances at Hearing:</u>	D.K., representing the applicant B.L., representing the applicant R.L., respondent C.E., respondent
<u>Date of Decision:</u>	June 23, 2018

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing as at January 5, 2018 of \$41,992.14. The applicant testified that since that date the rents for February (\$1445), March (\$1445), April (\$1445), May (\$1445) and June (\$1445), 2018 had come due and payments totalling \$4535.85 had been made, bringing the balance owing to \$44,681.29. The applicant testified that all of the assessed rent had been calculated on the respondents' household income in accordance with the approved rent scale.

Two previous orders have been issued (File #20-13579 filed on May 7, 2014 and File #20-15122 filed on August 24, 2016). These orders address rent arrears accumulated to July 31, 2016.

The respondents did not dispute the allegations. They stated that their wages were being garnished and they mistakenly understood that the garnishments were addressing their current rent *and* their rent arrears. In fact, the average garnishment is significantly less than the monthly rent alone and the rent arrears have continued to increase since the last order.

The applicant noted that the respondents had entered into an agreement on November 28, 2016, promising to pay the monthly rent plus an additional 10% of their income until the rent arrears were paid. Since that date, the payments have not been sufficient to satisfy the agreement.

Since the last order was issued, rent of \$30,045 has accrued and payments of \$18,365.79 have been made, resulting in arrears since August 1, 2016 of \$11,679.21. The previous orders address the arrears prior to August 2016.

I note that tenant ledger includes a debit of \$163.55 described as a tenant damage charge. Although a work order number is quoted, there was no work order or other documentation of the work provided with the application or presented at the hearing. As I am unable to determine the nature of this charge, the relief shall be denied.

In my opinion, there are sufficient grounds to terminate this tenancy agreement. The respondents have been ordered to pay rent arrears, provided with a reasonable schedule to retire their debt over time, yet failed to pay even the full monthly rent on a consistent basis.

An order shall issue requiring the respondent to pay the rent arrears accrued since the previous order was issued which I find to be \$11,679.21. The tenancy agreement shall be terminated on August 31, 2018 and an eviction order shall become effective on September 1, 2018.

Hal Logsdon
Rental Officer