

IN THE MATTER between **NTHC**, Applicant, and **TS and BW**, 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-

**TS and BW**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 6, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Behchoko, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>BL, representing the Applicant TM, representing the Applicant TS, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 6, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the Northwest Territories as the Applicant/Landlord against TS and BW as the Respondents/Tenants was filed by the Rental Office June 18, 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 July 10, 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, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for September 6, 2018, in Behchoko. BL and TM appeared representing the Applicant. TS appeared on her own behalf as Respondent. BW was personally served notice of the hearing July 10, 2018, and TS repeatedly reminded him of the application and the hearing. BW did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in BW's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between them for subsidized public housing commencing August 21, 2008. Despite BW no longer residing at the rental premises with TS, I am satisfied a valid joint tenancy agreement remains in effect in accordance with the Act.

*Previous order*

Rental Officer Order Number 15579 issued May 4, 2017, required the Respondents to pay rental arrears in the amount of \$3,612.44, required the Respondents to pay their rent on time in the future, terminated the tenancy agreement August 31, 2017, unless at least \$3,000 was paid towards the rental arrears and the rents for June, July, and August were paid on time, and ordered eviction from the rental premises September 1, 2017, if the termination of the tenancy agreement became effective. Despite the Respondents' failure to comply with the requirement to pay future rent on time, to pay at least \$3,000 towards the accumulated rental arrears, and to pay the August rent on time, the Applicant did not have the termination and eviction orders enforced. Paragraph 1 of the order for payment of rental arrears remains enforceable until May 2020.

*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 \$75 per month. Either insufficient payments or no payments were received in 10 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 joint responsibility for it. She explained that she has been having difficulty receiving financial support from her ex-partner, but that she would make every effort going forward to ensure the rent was taken care of. The Respondent was encouraged to seek assistance from other resources as well.

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 the rent, and the Respondents have failed to comply with a rental officer order to pay rental arrears and to pay future rent on time. I find the Respondents have accumulated additional rental arrears in the amount of \$587.50 since Rental Officer Order 15579 was issued.

At hearing I identified the additional rental arrears as \$662.50. However, upon further review of the lease balance statements during writing of this order I discovered that I had made a mathematical error. Some of the payments received after May 4, 2017, were clearly intended to be applied against the rental arrears identified in the last rental officer order and some were not. The order issued today will reflect the correct amount of additional rental arrears accumulated since the last rental officer order was issued of \$587.50.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' continued failure to pay the rent, the Respondents failure to comply with a rental officer order to pay rental arrears and pay future rent on time, and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant and with the understanding of the Respondent, the termination and eviction orders will be conditional on the total rental arrears of \$3,227.94 being paid in full and the rents for October, November, and December being paid on time.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$587.50;
- requiring the Respondents to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless the total rental arrears of \$3,227.94 are paid in full and the rents for October, November, and December are paid on time; and
- evicting the Respondents from the rental premises January 1, 2019, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer