

IN THE MATTER between **NTHC**, Applicant, and **ME and TE**, 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-

ME and TE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 18, 2018

Place of the Hearing: Tulita, Northwest Territories

Appearances at Hearing: DY, representing the Applicant
TE, Respondent

Date of Decision: September 18, 2018

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against ME and TE as the Respondents/Tenants was filed by the Rental Office July 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondents September 5, 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, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 18, 2018, in Tulita. DY appeared representing the Applicant. TE appeared as Respondent. ME was personally served notice of the hearing September 5, 2018, and TE confirmed that she reminded him of the hearing. ME did not appear at the hearing, nor did anyone appear on his behalf. TE confirmed that despite being fully aware of the hearing and what it was about, ME chose to go “out on the land” instead of appearing at the hearing with her. The hearing proceeded in ME’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 March 27, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 20-15140 issued June 29, 2016, required the Respondents to pay rental arrears in the amount of \$8,655 and required the Respondents to pay rent on time in the future. That order remains enforceable by filing it with the Supreme Court of the Northwest Territories by June 2019.

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 \$1,155 per month. Either insufficient payments or no payments have been received in 18 of the 27 months since the last rental officer order was issued.

The lease balance statements included three \$10 charges for non-sufficient funds (NSF). The Respondents have arranged since March 2018 for rent to be paid by electronic funds transfers. Three of the first four withdrawals were returned due to insufficient funds in the Respondents' bank account. The Applicant charged the \$10 fees as a matter of course, but could not provide evidence to substantiate the fees as a demonstrable monetary loss suffered as a direct result of the Respondents' failure to pay the rent. Because I cannot be satisfied that the Applicant actually suffered such a loss, their claim of \$30 for NSF fees is denied and the lease balance statement total will be adjusted accordingly.

The parties entered into a last chance agreement May 14, 2018, in which the Respondents acknowledged and accepted responsibility for the rental arrears accumulated at the time. The Respondents had agreed to pay \$200 towards the rental arrears by May 19, 2018, and \$145 each month thereafter until the rental arrears were paid in full. The Respondents have been compliant with the terms of the last chance agreement to date.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting joint responsibility for it. The Respondent lamented the failure of her partner to appear at the hearing with her, admitting that the accumulation of rental arrears has largely been due to his unwillingness to cooperate with ensuring the rents and rental arrears are paid. The Respondent despaired over her partner's failure to take the situation of the rental arrears and related potential consequences for failing to resolve them seriously. He does not seem to appreciate that failure to resolve the rental arrears and pay the rent on time could result in the Respondents losing their home. The Respondent confirmed her commitment to ensure the terms of the last chance agreement continue to be met by paying \$145 per month towards the rental arrears in addition to the subsidized rent.

I am satisfied the amended lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the full amount of rent when due, have failed to comply with a rental officer order to pay rental arrears and to pay future rent on time, and have accumulated rental arrears in the total amount of \$9,485. Of that amount, \$830 in rental arrears have accumulated since the last rental officer order was issued.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent, the Respondents' failure to comply with a rental officer order, and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. Given the Respondents' recent success in complying with the terms of the last chance agreement, and at the request of the Applicant's representative, the termination and eviction orders will be conditional on the Respondents paying at least \$435 towards the rental arrears by the end of December 2018 and paying 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 \$830;
- requiring the Respondents to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless at least \$435 is paid towards the rental arrears 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.

Adelle Guigon
Rental Officer