

IN THE MATTER between **NTHC**, Applicant, and **RD and WN**, 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-

**RD and WN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 12, 2018

**Place of the Hearing:** Fort Simpson, Northwest Territories

**Appearances at Hearing:** MH, representing the Applicant  
KK, representing the Applicant

**Date of Decision:** September 12, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against RD and WN as the Respondents/Tenants was filed by the Rental Office July 17, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondents by registered mail signed for August 20, 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 12, 2018, in Fort Simpson. The Rental Officer appeared by telephone. MH and KK appeared representing the Applicant. RD and WN were served notices of the hearing by registered mail signed for August 20, 2018. 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 *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 housing under the Homeownership Entry Level Program (HELP) commencing April 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*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 \$400 per month. No payments have been received in six of the last 12 months of the tenancy.

The parties entered into a last chance agreement June 25, 2018, within which the Respondents acknowledged and accepted responsibility for the rental arrears accumulated at the time. The Respondents agreed to pay \$200 by June 30, 2018, and \$200 each month thereafter until the rental arrears are paid in full. Although the Respondents did not make the necessary payment in June, they did have the rental arrears paid in full by July 24, 2018. The rents, however, for July and August were not paid.

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 rent and have accumulated rental arrears in the amount of \$800.

*Termination of the tenancy agreement and eviction*

In light primarily of the Respondents' repeated failure to pay rent when due, and considering the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representative requested that the termination and eviction dates be delayed so as to provide the Respondents' with an opportunity to resolve the matters directly with the Applicant and to their satisfaction to potentially avoid enforcement of the termination and eviction orders.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$800;
- requiring the Respondents to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018;
- evicting the Respondents from the rental premises January 1, 2019.

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Adelle Guigon  
Rental Officer