

IN THE MATTER between **NTHC**, Applicant, and **PB and DB**, 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-

PB and DB

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
PB, Respondent
DB, 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 Paul Bernard and Dorothy Bernard as the Respondents/Tenants was filed by the Rental Office August 1, 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 7, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent in full when due 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. PB and DB appeared as Respondents.

Preliminary matter

The application to a rental officer identified the Respondents as [REDACTED] and [REDACTED]. The written tenancy agreement spelled the Respondents' last name as [REDACTED]. The Respondents confirmed at hearing that the correct spelling of their last name is as it is in the written tenancy agreement. The Applicant's representative agreed to amend the application to a rental officer to reflect the correct spelling of the Respondents' last name, and it was so amended. The style of cause going forward will identify the Respondents as PB and DB.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 24, 2006. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The tenant ledger cards and lease balance statements (rent documents) 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 were received in 16 of the last 24 months.

The lease balance statement included two charges of \$10 each for non-sufficient funds (NSF). The Respondents had arranged for a time to have the rent paid by electronic funds transfers, however, two of the transfers 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 \$20 for NSF fees is denied and the rent documents balance will be adjusted accordingly.

The Respondents' did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. They indicated that they did make lifestyle choices over the last year which contributed to their failure to meet their obligations, but recent efforts to make positive changes have been successful and they are hopeful that they can continue on their new path. The Respondents committed to paying \$345 per month in addition to the subsidized rent.

I am satisfied the amended rent documents accurately reflect the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$15,740, which represents approximately 14 months of rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay rent and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. At the request of the Applicant's representative, and by agreement of the Respondents, the termination and eviction orders will be conditional on the Respondents paying at least \$1,035 towards the rental arrears by the end of December and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$15,740;
- requiring the Respondents to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless at least \$1,035 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