

IN THE MATTER between **NTHC**, Applicant, and **CL and CM**, 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-

CL and CM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 11, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JBM, representing the Applicant AW, representing the Applicant CL, Respondent
<u>Date of Decision:</u>	October 11, 2018

REASONS FOR DECISION

An application to a rental officer made by NWHHA on behalf of the NTHC as the Applicant/Landlord against CL and CM as the Respondents/Tenants was filed by the Rental Office August 7, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondents by registered mail signed for August 17, 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 October 11, 2018, by three-way teleconference. JBM and AW appeared representing the Applicant. CL appeared as Respondent and on behalf of CM.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing December 19, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and security deposit

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 \$610 per month. Either insufficient payments or no payments were received in 10 of the last 12 months of the tenancy. The Applicant's representative identified that \$225 of the balance reflected in the lease balance statements is for the portion of security deposit which remains unpaid.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent admitted that he had been getting into trouble for some time and accepted primary responsibility for his actions causing the situation they are currently in. The Respondent is expecting an employment insurance payment soon, he started working again two weeks ago, and his partner is scheduled to return to work shortly. The Respondent made a commitment to pay \$1,610 towards the arrears and future rent on each forthcoming bi-weekly payday.

I am satisfied the lease balance statements accurately reflect the current status of the Respondents' rent and security deposit accounts. I find the Respondents have repeatedly failed to pay the full amount of rent when due. I find the Respondents have accumulated security deposit arrears in the amount of \$225. I find the Respondents have accumulated rental arrears in the amount of \$1,893, which represents approximately three months' subsidized rent.

Termination of the tenancy agreement

In light of the Respondents' repeated failure to pay the rent and the amount of subsidized rental arrears which have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement of the parties, the termination and eviction orders will be conditional on the Respondents paying the rental and security deposit arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental and security deposit arrears in the total amount of \$2,118;
- requiring the Respondents to pay rent on time in the future;

- terminating the tenancy agreement January 31, 2019, unless the rental and security deposit arrears are paid in full and the rents for November, December, and January are paid on time; and
- evicting the Respondents from the rental premises February 1, 2019, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer