

IN THE MATTER between **NTHC**, Applicant, and **LN and JM**, 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-

LN and JM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 14, 2018

Place of the Hearing: Deline, Northwest Territories

Appearances at Hearing: PK, representing the Applicant
LN, Respondent

Date of Decision: November 14, 2018

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against LN and JM as the Respondents/Tenants was filed by the Rental Office August 21, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondents September 24, 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 November 14, 2018, in Deline. PK appeared representing the Applicant. LN appeared as Respondent. JM was personally served notice of the hearing on September 24, 2018, which LN confirmed JM was aware of. The hearing proceeded in JM'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 September 16, 2016. 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 \$555 per month as of July 2018 (rent was previously assessed at \$325 per month). Either insufficient payments or no payments were received in nine 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. LN testified that he was given to understand from JM that the rent was being paid; he realizes now that it was not being paid. LN has already secured financial assistance from Income Support for his share of the rent, and he has made a commitment to contribute what he can towards the rental arrears. It appears that JM made a \$1,000 payment recorded October 15, 2018. The last payment received before that was recorded May 17, 2018, in the amount of \$250. LN made a commitment to speak to JM about their joint responsibilities, and to encourage JM to communicate with him directly to the Landlord about making a payment plan.

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 in full when due and have accumulated rental arrears in the amount of \$2,205, which represents approximately four months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent and the amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement between the parties, the termination and eviction orders will be conditional on the payment of a portion of the rental arrears and the payment of future rent on time. The Respondent indicated an expectation that they could have the rental arrears paid in full within about four months. The Applicant's representative accepted the Respondent's offer, and agreed to a three-month termination date conditional on \$1,600 being paid towards the Respondents' rental arrears and rents being paid on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$2,205;
- requiring the Respondents to pay rent on time in the future;
- terminating the tenancy agreement February 28, 2019, unless at least \$1,600 is paid towards the rental arrears and the rents for December, January, and February are paid on time; and
- evicting the Respondents from the rental premises March 1, 2019, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer