

IN THE MATTER between **NTHC**, Applicant, and **JB and MB**, 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-

JB and MB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 4, 2018
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant MB, Housing Stability Worker
<u>Date of Decision:</u>	December 4, 2018

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against JB and MB as the Respondents/Tenants was filed by the Rental Office June 18, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondents July 10, 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, termination of the tenancy agreement, eviction, and compensation for use and occupation.

A hearing originally scheduled for September 6, 2018, was adjourned *sine die* at the request of the Applicant. A hearing scheduled for October 31, 2018, was cancelled due to inclement weather preventing the Rental Officer from appearing. The hearing was re-scheduled to December 4, 2018, in Behchoko. TM and LE appeared representing the Applicant. MB, Housing Stability Worker, attended as she had been working with the Respondents, but could not speak on their behalf. JB and MB were served notice of the hearing by registered mail deemed served November 23, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act). Neither a telephone number nor an email address was available for them. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the Act.

Tenancy agreement

The Applicant's representative testified and evidence was presented establishing a joint residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. 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. The statements included two balance forward amounts for charges accumulated prior to April 1, 2012, totalling \$24,747.10. No evidence was presented regarding those charges, which at any rate preceding the current joint tenancy. Those charges were deducted from the lease balance statements.

All rents under the current tenancy have been subsidized and are currently assessed at \$150 per month. No payments were received in nine of the last 12 months of the tenancy, and either insufficient payments or no payments were received in 28 of the last 36 months of the tenancy.

I am satisfied the adjusted 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 and have accumulated rental arrears in the amount of \$8,768.22.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay their rent and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant, the termination and eviction orders will be conditional on the Respondents paying at least \$500 towards their rental arrears by the end of March 2019 and paying their future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$8,768.22 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement March 31, 2019, unless at least \$500 is paid towards the rental arrears and the rents for January, February, and March are paid on time (p. 41(4)(c) and ss. 83(2)); and
- evicting the Respondents from the rental premises April 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

Adelle Guigon
Rental Officer