

IN THE MATTER between **NTHC**, Applicant, and **SQ and LW**, 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-

**SQ and LW**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 5, 2018

**Place of the Hearing:** Gameti, Northwest Territories

**Appearances at Hearing:** DA, representing the Applicant  
MZ, representing the Applicant  
SQ, Respondent

**Date of Decision:** December 5, 2018

**REASONS FOR DECISION**

An application to a rental officer made by GHA on behalf of the NTHC as the Applicant/Landlord against SQ and LW as the Respondents/Tenants was filed by the Rental Office October 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The filed application was personally served on the Respondents November 2, 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 December 5, 2018, in Gameti. The Rental Officer appeared by telephone. DA and MZ appeared representing the Applicant. SQ appeared as Respondent and on behalf of LW.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between them for subsidized public housing commencing December 16, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Previous orders*

Rental Officer Order Number 15423 issued April 13, 2017, required the Respondents to pay rental arrears in the amount of \$3,605, terminated the tenancy agreement April 30, 2017, evicted the Respondents May 1, 2017, and required the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day they remained in the rental premises after April 30, 2017. The Landlord did not enforce the termination and eviction orders, effectively re-instating the joint tenancy agreement as of May 1, 2017. The monetary part of this order has been satisfied.

### *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 up to and including June 2018 have been subsidized and last assessed at \$580 per month. All rents since July 2018 have been charged at the maximum monthly rent of \$1,545 due to the Respondents' reported household income for 2017 exceeding the threshold for rent subsidies. Either insufficient payments or no payments were received in the last eight months of the tenancy, with the last two payments being received November 30, 2018, in the amount of \$200 and August 31, 2018, in the amount of \$600.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging their debt and accepting responsibility for it. They also acknowledged that their reported income for 2017 was accurate, but since then their level of employment has changed significantly reducing their actual household income in 2018. The Applicant's evidence supports their testimony that the Landlord had become aware of the Respondents' difficulties and that they had reached out to the Respondents to try to work out a solution. The Respondents had been told that their rent could be re-assessed for eligible subsidies retroactive to July 2018, but it was up to the Respondents to formally request the re-assessment and provide proof of their current household income justifying it. The Respondents have not made that request to date. The Respondents were again encouraged at the hearing to go into the local housing office to get that process started. They indicated they would do so.

Until the Respondents take the actions that are necessary to have their rents re-assessed for subsidies, the charging of the maximum monthly rent of \$1,545 since July 2018 remains appropriate because it has been calculated based on the reported household income. 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 the full amount of rent when due and have accumulated rental arrears in the amount of \$9,990, which represents approximately six months' unsubsidized rent plus one month's subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the full amount of rent when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, in consideration of the likelihood that the monthly rent will be retroactively re-assessed for subsidies which will change the amount of rental arrears, and the Respondents' commitment to pay at least \$300 per month going forward, the Applicant was agreeable to the termination and eviction orders being conditional on at least \$1,200 being paid towards the Respondents' rent account by the end March 2019. To my mind this is a reasonable compromise under the circumstances.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$9,990 (p. 41(4)(a));
- terminating the tenancy agreement March 31, 2019, unless at least \$1,200 is paid towards the rent account (p. 41(4)(c), 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); ss. 83(2)).

---

Adelle Guigon  
Rental Officer