

IN THE MATTER between **NTHC**, Applicant, and **LL and PW**, 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-

LL and PW

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 LL, Respondent PW, Respondent
<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 LL and PW 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, had accumulated rental arrears, and had failed to pay costs of repairs to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing scheduled for September 6, 2018, was adjourned to October 31, 2018, pending additional supporting documentation to be submitted by the Applicant. The October 31, 2018, hearing was cancelled due to inclement weather preventing the Rental Officer from attending. The hearing was re-scheduled to December 4, 2018, in Behchoko. TM and LE appeared representing the Applicant. LL and PW appeared as Respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them 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, lease ledgers, and statements of account (rent 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 \$150 per month. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging their debt and accepting responsibility for it.

I am satisfied the rent 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 \$12,155.08, which represents approximately 3.25 years' subsidized rent.

Damages

The Applicant claimed a remaining balance of costs for repairs in the amount of \$650.92. The damages for which these costs are associated occurred in 2007 during a different sole tenancy agreement. That sole tenancy agreement ended March 31, 2012, when the current joint tenancy agreement starting April 1, 2012, was entered into. The Applicant's claim for those damages is being made well beyond the six month time limitation set out under subsection 68(1) of the *Residential Tenancies Act* (the Act) and as such the Applicant's claim for the remaining repairs arrears is denied.

Termination of the tenancy agreement and eviction

At hearing, the Applicant's representative withdrew their request for termination of the tenancy agreement and eviction.

Orders

An order will issue requiring the Respondents to pay rental arrears in the amount of \$12,155.08 (p. 41(4)(a)), and requiring the Respondents to pay future rent on time (p. 41(4)(b)).

Adelle Guigon
Rental Officer