

IN THE MATTER between **NTHC**, Applicant, and **LAB and KC**, 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-

**LAB and KC**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 11, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>RB, representing the Applicant AL, representing the Applicant LAB, Respondent KC, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>December 11, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against LAB and KC as the Respondents/Tenants was filed by the Rental Office October 9, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Dettah, Northwest Territories. The filed application was served on the Respondents by registered mail signed for November 9, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay the rent in full when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of rental arrears, payment of future rent on time, and conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for December 11, 2018, in Yellowknife. RB and AL appeared representing the Applicant. LAB and KC appeared as Respondents.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a joint 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 *Residential Tenancies Act* (the Act).

*Previous order*

Rental Officer Order Number 10-13697 issued November 1, 2013, required LAB to pay rental arrears in the amount of \$45,248.03 and required both Respondents to pay future rent on time. This order was issued regarding rental arrears accumulated as of September 25, 2013, under a sole tenancy agreement with LAB which ended March 31, 2012, and the joint tenancy agreement with LAB and KCs which commenced April 1, 2012. The Applicant's representatives confirmed at hearing that the order has been filed with the Supreme Court, although it has not yet been enforced.

### *Rental arrears*

The lease balance statements entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the Respondents' joint rent account. All rents have been subsidized and are currently assessed at \$580 per month. Either insufficient payments or no payments were received in nine 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. The Respondents did enter into a last chance agreement with the Applicant on September 25, 2018, agreeing to pay \$50 per month towards their rental arrears in addition to their monthly subsidized rent. The Respondents have been compliant with the terms of the last chance agreement since entering into it.

I note that the amount of rental arrears acknowledged in the last chance agreement includes the rental arrears ordered paid under Rental Officer Order Number 10-13697. Applying all payments received since the last rental officer order was issued towards the monthly rents under the joint tenancy agreement first – which is where all those entries are referenced to – results in a rent credit balance under the joint tenancy agreement. Clearly that rent credit would be applied towards the remaining balance owing under the previous rental officer order. That rent credit does not negate the Respondents' responsibility to pay the full amount of the subsidized rent under the joint tenancy agreement each month when due. The balance owing as reflected in the lease balance statements is \$49,968.36, however, as mentioned, this represents rental arrears covered by the previous rental officer order, and it does not account for some charges described as being 'adjustments to match Simply' which may not in fact be valid.

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 in doing so have failed to comply with a rental officer order to pay future rent on time.

*Termination of the tenancy agreement and eviction*

In light of the Respondents repeated failure to pay their rent on time in full and the resulting failure to comply with a rental officer order to pay future rent on time, I am satisfied termination of the tenancy agreement. However, in consideration of the Respondents' recent successful efforts to comply with their obligations and by agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondents paying their future rent on time.

*Orders*

An order will issue:

- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement June 30, 2019, unless the rents for January to June are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises July 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer