

IN THE MATTER between **NTHC**, Applicant, and **MH and WH**, 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-

MH and WH

Respondents/Tenants

REASONS FOR DECISION

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

REASONS FOR DECISION

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against MH and WH 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 Dettah, Northwest Territories. The filed application was served on the Respondents by email deemed received November 10, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay rent in full when due and had accumulated rental arrears. 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. MH appeared as Respondent and on behalf of WH.

Tenancy agreement

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between them for subsidized public housing commencing December 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 assessed at the maximum monthly amount of \$1,545 due to the Respondents' household income exceeding the subsidy threshold. Either insufficient payments or no payments were received in four of the last 12 months of the tenancy. The parties agreed that since filing of the application to a rental officer the Respondents have been good about paying the full amount of rent within the month that it's due.

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 \$4,820.

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 subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondents paying the rental arrears in full by the end of June 2019, and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$4,820 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement June 30, 2019, unless the rental arrears are paid in full and the rents for January through 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)).

Adelle Guigon
Rental Officer