

IN THE MATTER between **NTHC**, Applicant, and **ES and DF**, 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-

ES and DF

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 12, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RB, representing the Applicant AL, representing the Applicant DF, respondent
<u>Date of Decision:</u>	December 12, 2018

REASONS FOR DECISION

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against ES and DF 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 N'dilo, Yellowknife, Northwest Territories. The filed application was personally served on the Respondents October 26, 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, and conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for December 12, 2018, in Yellowknife. RB and AL appeared representing the Applicant. DF appeared as Respondent and on behalf of ES.

Tenancy agreement

The parties agreed and evidence was presented establishing a joint 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).

Rental arrears

The tenant ledger cards and lease balance statements (rent documents) 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 based on reported household income, and are currently assessed at \$1,230. Either insufficient payments or no payments have been received in 16 of the last 24 months of the tenancy.

The rent documents included three charges for which no supporting evidence was provided: a March 31, 2012, balance forward from a prior sole tenancy of \$1,899.16, a Simply accounting adjustment charge of \$34.92, and three utilities charges totalling \$1,492.40. These amounts were deducted from the rent documents balance.

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

I am satisfied the adjusted rent documents 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 \$12,204.15, which represents approximately 20 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. At the request of the Applicant's representative, the termination and eviction orders will be conditional on the Respondents paying the monthly subsidized rents on time in the future.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$12,204.15 (p. 41(4)(a));
- 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 monthly subsidized rents 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