

IN THE MATTER between **NTHC**, Applicant, and **FB and PM**, 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-

**FB and PM**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 12, 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 FB, Respondent PM, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>December 12, 2018</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against FB and PM 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 served on the Respondents by registered mail signed for November 16, 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. FB and PM 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 *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statements and statements of account (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 and are currently assessed at \$75 per month. Either insufficient payments or no payments were received in six of the last 12 months of the tenancy.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. However, no evidence was presented and neither party could testify to the form of tenancy agreements which existed prior to April 1, 2012. The written tenancy agreement entered into evidence established a joint tenancy agreement commencing April 1, 2012; any prior tenancy agreements could have been sole tenancies, could have been joint tenancies, or could have flipped back and forth between sole and joint tenancies. At any rate, the only tenancy agreement that has been established is the joint tenancy which commenced April 1, 2012. That being the case, the rent documents were adjusted to deduct a charge of \$7,884.87 which was carried forward from March 31, 2012.

Also included in the rent documents after April 1, 2012, were three charges for which no supporting evidence was provided: a Simply Accounting adjustment charge of \$2,085.29; a power charge of \$701.28; and a tenant damages charge of \$513.71. Those charges were deducted from the rent documents balance.

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 when due and have accumulated rental arrears in the amount of \$286, which represents approximately four months' subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay rent when due and the amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be conditional on the Respondents paying the rental arrears in full and paying future subsidized rents on time.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$286 (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 monthly subsidized rents are paid on time (p. 41(4)(c), ss. 83(2));
- 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