

IN THE MATTER between **NTHC**, Applicant, and **CN and AF**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

CN AND AF

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 8, 2019

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

Date of Decision: January 8, 2019

REASONS FOR DECISION

An application to a rental officer made by the FMHA on behalf of the NTHC as the Applicant/Landlord against CN and AF as the Respondents/Tenants was filed by the Rental Office November 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the Respondents by registered mail, signed for December 6, 2018.

The Applicant claimed that the Respondents had repeatedly failed to pay rent on time and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupancy of the rental premises.

A hearing was scheduled for January 8, 2019, in Fort McPherson. The Deputy Rental Officer appeared by telephone, SW appeared representing the Applicant. CN and AF were served notice of the hearing by registered mail, signed for December 6, 2018. The Respondents did not appear at the hearing, not did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence as provided for in subsection 80(2) of the *Residential Tenancies Act*.

Tenancy Agreement

The Applicant's representative testified and evidence was presented establishing a joint tenancy agreement between the parties commencing October 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental Arrears

The Lease Balance Statement entered into evidence represents the accounting of monthly assessed rents and payments received. The Statement dated June 1, 2018 - January 31, 2019, shows a balance owing of \$1,665.00. The subsidized rent was \$70.00 in June 2018 but had risen to \$555.00 for the following months. During the 8-month period covered by the Statement the Respondents had made two rental payments - \$140.00 in July and \$2,150.00 in October. No payments have been made since then for November 2018 to January 2019.

Rental Officer Order Number 15892 issued April 17, 2018 ordered the Respondents to pay their future rent on time. Although the Respondents have made some effort to pay their rent, they continue to not pay their rent on time, nor have they paid their rent in full.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondent's rent account. I find that the Respondents have repeatedly failed to pay their rent when due and have accumulated rental arrears in the amount of \$1,665.00.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay their rent and the accumulated rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant, the termination and eviction orders will be conditional on the Respondents paying their rental arrears in full (\$1665.00) by April 30, 2019 and paying their future rent on time.

Orders

An order will be issued:

- requiring the Respondents to pay to the Applicant rental arrears in the amount of \$1,665.00 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future(p. 41(4)(b));
- terminating the tenancy agreement on April 30, 2019, unless the Respondents pay their rental arrears in full and pay their rent for February, March and April on time(p. 41(4)(c) and ss. 83(2)); and
- evicting the Respondents from the rental premises on or after May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

Janice Laycock
Deputy Rental Officer