

IN THE MATTER between **NTHC**, Applicant, and **TL and MM**, 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-

TL and MM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 24, 2019
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant
<u>Date of Decision:</u>	January 24, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against TL and MM as the Respondents/Tenants was filed by the Rental Office December 12, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondents December 20, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent, 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, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 24, 2019, in Behchoko. TM and LE appeared representing the Applicant. TL and MM were personally served notice of the hearing December 20, 2018. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 16002 issued April 19, 2018, required the Respondents to pay rental arrears in the amount of \$1,750, required the Respondents to pay rent on time in the future, terminated the tenancy agreement July 31, 2018, unless the rental arrear were paid in full and the subsidized rent were paid on time in the future, and evicted the Respondents from the rental premises August 1, 2018, if the termination of the tenancy agreement became effective. The monetary order was paid in full by June 29, 2018, rendering the termination and eviction orders ineffective.

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 subsidized and are currently assessed at \$375 per month. No payments have been received in four of the nine months since the last rental office order was issued.

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 subsidized rent when due, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$1,325. This amount represents approximately four months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' continued repeated failure to pay the subsidized rent when due, their failure to comply with a rental officer order to pay future rent on time, and the amount of subsidized rental arrears that have accumulated, I am satisfied that termination of the tenancy agreement and eviction are again justified. By agreement with the Applicant's representatives, the termination and eviction orders will again be conditional on the Respondents paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$1,325 (p. 41(4)(a));
- requiring the Respondents to pay subsidized rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2019, unless the rental arrears are paid in full and the subsidized rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer