

IN THE MATTER between **NTHC**, Applicant, and **TLL and DB**, 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-

**TLL and DB**

Respondents/Tenants

**REASONS FOR DECISION**

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

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against TLL and DB 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 January 2, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent in full when due, 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. DB appeared as Respondent and on behalf of TLL.

#### *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).

#### *Previous order*

Rental Officer Order Number 15580 issued May 4, 2017, required the Respondents to pay rental arrears in the amount of \$4,665, required the Respondents to pay future rent on time, terminated the tenancy agreement October 31, 2017, unless the rental arrears were paid in full and the rents for June to October were paid on time, and evicted the Respondents from the rental premises November 1, 2017, if the termination of the tenancy agreement became effective. Despite the rental arrears not being paid in full by October 31, 2017, the Landlord did not have the termination and eviction orders enforced, effectively reinstating the tenancy agreement as of November 1, 2017. The monetary order was paid in full by April 2018.

### *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 \$580 per month. No payments were received in eight of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He testified that he expects to be able to pay the rental arrears in full by the end of April 2018, and he committed to ensuring the subsidized rent was paid in full and on time each month going forward.

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 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 \$3,055. The rental arrears represent approximately six months' subsidized rent.

### *Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the rent, their failure to comply with a rental officer order to pay future rent on time, and the substantial 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, 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 \$3,055 (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)).

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Adelle Guigon  
Rental Officer