

IN THE MATTER between **NTHC**, Applicant, and **RJW and SAB**, 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-

RJW and SAB

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 RJW and SAB 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. RJW and SAB were personally served notices of the hearing December 20, 2018. The Respondents did not appear at the hearing, nor did anyone appear on their 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 the parties for subsidized public housing commencing some time prior to December 2005. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-8747 issued January 31, 2006, required the Respondents to pay rental arrears in the amount of \$26,360. This monetary order was not satisfied. As referenced in the reasons for decision for Rental Officer Order Number 15479, the Applicant's representatives at the time agreed not to have this order enforced if a new order could be issued for the full amount of rental arrears.

Rental Officer Order Number 10-14982 issued February 16, 2016, required the Respondents to report their household income in accordance with the written tenancy agreement, and required the Respondents to pay rent on time in the future.

Rental Officer Order Number 15479 issued February 7, 2017, required the Respondents to pay rental arrears in the amount of \$18,924.63, terminated the tenancy agreement March 31, 2017, evicted the Respondents from the rental premises April 1, 2017, and required the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day they remained in the rental premises after March 31, 2017. The monetary order has not been satisfied and remains enforceable. The termination and eviction orders were not enforced. Based on the Applicant's notice to the Respondents dated June 20, 2018, and another written tenancy agreement entered into by the parties in November 2018, I find the tenancy agreement was reinstated effective April 1, 2017. At the hearing, the Applicant's representatives again agreed not to have this monetary order enforced in exchange for a new order issued in the full amount of current rental arrears.

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 \$75 per month. No payments were received in five of the last 24 months of the tenancy. It is important to note that while what payments were received since the last rental officer order was issued were of sufficient amount to pay the monthly subsidized rents, they were also of amounts that contributed minimally towards the reduction of the total amount of rental arrears accumulated over the course of the tenancy.

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 full amount of 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 \$13,837.20. That amount represents approximately 5.5 years' subsidized rent.

As previously mentioned, the last rental officer order was issued for an amount substantially more than the current balance of rental arrears represents and given that it remains enforceable by the Applicant it would sufficiently cover the current balance of rental arrears. As the Rental Officer, I do not have authority under the Act to rescind previously issued rental officer orders unless the order had incorporated a payment plan into the order to pay. The previous rental officer order does not include a payment plan, and therefore I cannot rescind that order. However, also as previously mentioned and as has been done before in this case, the Applicant's representatives agreed on the record not to have either Rental Officer Order Number 10-8747 or Rental Officer Order Number 15479 enforced in exchange for an order to be issued today for the current balance of rental arrears. With that agreement, I am prepared to grant an order for payment of rental arrears in the current amount of \$13,837.20.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay rent in full when due, their failure to comply with a rental officer orders to pay rental arrears and 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. At the request of and by agreement with the Applicant's representatives, the termination and eviction orders will be conditional on the Respondents paying at least \$50 per month towards the rental arrears and paying future subsidized rents on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$13,837.20 (p. 41(4)(a));
- requiring the Respondents to pay subsidized rents on time in the future (p. 41(4)(b));
- terminating the tenancy agreement July 31, 2019, unless at least \$50 per month is paid towards the rental arrears and the monthly subsidized rents for February to July are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises August 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer