

IN THE MATTER between **NTHC**, Applicant, and **RR and EM**, 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-

RR and EM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 20, 2019

Place of the Hearing: Behchoko, Northwest Territories

Appearances at Hearing: TM, representing the Applicant
LE, representing the Applicant
EM, Respondent

Date of Decision: February 20, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against RR and EM 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 and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing originally scheduled for January 24, 2019, was adjourned to a later date at the request of the Respondents. The hearing was re-scheduled to February 20, 2019, in Behchoko. TM and LE appeared representing the Applicant. EM appeared as Respondent and on behalf of RR.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing. Referencing the reasons for decision of Rental Officer Order Number 10-5560, it was previously established that this tenancy commenced February 28, 1992. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act*.

Previous order

Rental Officer Order Number 10-5560 issued November 30, 1998, required the Respondents to pay rental arrears in the amount of \$4,986.95, and terminated the tenancy agreement January 15, 1999. The monetary order has since been satisfied. The Landlord did not enforce the termination of the tenancy agreement, effectively reinstating the tenancy as of January 16, 1999. It is worthy to note that no less than eight written tenancy agreements were entered into since the last rental officer order was issued, establishing the continuity of the joint tenancy agreement.

Rental arrears

The lease balance statements entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondents' rent account. All rents have been subsidized and were last assessed at \$345 per month. Rental arrears have been accumulating since September 2004 due to numerous months where either insufficient payments or no payments were received.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She made a commitment to pay at least \$100 per month towards the rental arrears in addition to the monthly subsidized rent. The Applicant's representatives were satisfied with this offer.

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 rent and have accumulated rental arrears in the amount of \$17,748.51. This amount represents approximately 74 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent 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 Applicant's request, the termination and eviction orders will be conditional on the Respondents paying at least \$100 per month towards the rental arrears and paying the monthly subsidized rents on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$17,748.51 (p. 41(4)(a));
- requiring the Respondents to pay their future rent on time (p. 41(4)(b));
- terminating the tenancy agreement July 31, 2019, unless at least \$100 is paid per month towards the rental arrears, and the monthly subsidized rents for March to July are paid on time (p. 41(4)(c), s. 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