

IN THE MATTER between **NTHC**, Applicant, and **AL 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-

**AL and DB**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 9, 2019

**Place of the Hearing:** Hay River, Northwest Territories

**Appearances at Hearing:** AS, representing the Applicant

**Date of Decision:** April 9, 2019

**REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against AL and DB as the Respondents/Tenants was filed by the Rental Office March 4, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondents by registered mail deemed served March 25, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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

A hearing was scheduled for April 9, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. AL and DB were sent notices of the hearing by registered mail. Neither a telephone number nor an email address was available for the Respondents. The Respondents were deemed served the notices of the hearing March 25, 2019, pursuant to subsection 71(5) of the Act. Neither of the Respondents appeared at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absences pursuant to subsection 80(2) of the Act.

*Tenancy agreement*

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 12, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### *Previous orders*

Rental Officer Order Number 15510 issued April 20, 2017, required the Respondents to pay future rent on time.

Rental Officer Order Number 15808 issued January 9, 2018, required the Respondents to pay rental arrears in the amount of \$270; required the Respondents to pay future rent on time; required the Respondents to pay costs of repairs and cleaning in the amount of \$1,578.49; prohibited the Respondents from causing further damages to the rental premises; terminated the tenancy agreement April 30, 2018, unless the rental arrears and the costs of repairs and cleaning were paid in full and the rents for February, March, and April were paid on time; and evicted the Respondents from the rental premises May 1, 2018, if the termination of the tenancy agreement became effective.

Despite the Respondents failure to comply with the terms of that order, the Applicant and Respondents eventually came to an agreement to delay the eviction dependent on the Respondents paying \$600 towards the arrears by April 30, 2018, and \$100 per month thereafter until the arrears were paid in full. Although the Respondents did not exactly follow the terms of the agreement, they did have the arrears paid in full by the end of June 2018 and the Applicant permitted the tenancy to continue uninterrupted, effectively re-instating the tenancy agreement as of May 1, 2018.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments made against the Respondents' rent account. All rents have been subsidized and are currently assessed at \$80 per month. No payments have been received in six of the last 12 months of the tenancy, and either insufficient payments or no payments have been received in eight of the 15 months since the last rental officer order was issued.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$310. That amount represents approximately four months' subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the rent, their repeated 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 termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$310 (p. 41(4)(a));
- terminating the tenancy agreement April 30, 2019 (p. 41(4)(c));
- evicting the Respondents from the rental premises May 1, 2019 (p. 63(4)(a)); and
- requiring the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day they remain in the rental premises after April 30, 2019, to a maximum of \$1,625 per month (p. 63(4)(b)).

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Adelle Guigon  
Rental Officer