

IN THE MATTER between **NTHC**, Applicant, and **HB and SB**, 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, regarding a rental premises located within the **community of Dettah in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

- and -

HB and SB

Respondents/Tenants

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to paragraph 41(4)(a) of the *Residential Tenancies Act*, the Respondents must pay to the Applicant rental arrears in the amount of \$49,152.29 (forty-nine thousand one hundred fifty-two dollars twenty-nine cents).
2. Pursuant to paragraph 41(4)(b) of the *Residential Tenancies Act*, the Respondents must pay their rent on time in the future.
3. Pursuant to paragraph 41(4)(c) and subsection 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate October 31, 2019, and the Respondents must vacate the rental premises on or before that date, unless at least \$300.00 (three hundred dollars) is paid per month towards the rental arrears and the monthly subsidized rents for April to October are paid on time.

4. Pursuant to paragraph 63(4)(a) and subsection 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 3 of this order, the Respondents will be evicted from the rental premises known as Unit 415 in Dettah, Northwest Territories, on or after November 1, 2019.

DATED at the City of Yellowknife in the Northwest Territories this 30th day of May 2019.

Adelle Guigon
Rental Officer

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AND IN THE MATTER of a hearing before **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

HB and SB

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 2, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RB, representing the Applicant HB, Respondent SB, Respondent
<u>Date of Decision:</u>	April 2, 2019

REASONS FOR DECISION

An application to a rental officer made by YDFNHD on behalf of the NTHC as the Applicant/Landlord against HB and SB as the Respondents/Tenants was filed by the Rental Office October 9, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Dettah, Northwest Territories. The filed application was served on the Respondents by registered mail signed for November 8, 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, conditional termination of the tenancy agreement, and conditional eviction.

A hearing scheduled for December 11, 2018, was adjourned *sine die* at the request of the Applicant so that they could provide tenancy agreements proving the tenancy and lease balance statements proving rental arrears accumulated prior to April 1, 2012. The hearing was re-scheduled to April 2, 2019, in Yellowknife. RB appeared representing the Applicant. HB and SB appeared as the Respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2008. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The statements of account and lease balance statements (rent 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 based on reported household income and are currently assessed at \$1,230 per month. Substantially insufficient payments towards the rent were made in the majority of the months throughout the tenancy.

The Respondents only dispute with the Landlord's accounting was with respect to bi-monthly payroll deductions from the SB's employer since November 2018 which did not appear on the rent statements. The Applicant's representative agreed to deduct \$3,137.50 from the rent statements balance representing the payroll deductions. The Respondents acknowledging the debt and accepted responsibility for it. Some reference was made to Treaty rights and the original expectation decades ago of receiving free housing, but that argument was not pursued. Rather the Respondents acknowledged having entered into the tenancy agreement and the rights and obligations that came with that agreement.

I am satisfied that the adjusted rent 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 and have accumulated rental arrears in the amount of \$49,152.29. That amount represents approximately 42 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent in full when due throughout the tenancy and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representative confirmed their request for conditional termination and eviction orders over a six month period dependent on the Respondents making monthly payments towards the rental arrears and paying their future rents on time. The Respondents committed to paying at least \$300 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 \$49,152.29 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement October 31, 2019, unless at least \$300 is paid per month towards the rental arrears and the monthly subsidized rents for April to October are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises November 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer