

IN THE MATTER between **NTHC**, Applicant, and **MB and TK**, 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-

MB and TK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 2, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RB, representing the Applicant
MB, Respondent
TK, Respondent

Date of Decision: April 2, 2019

REASONS FOR DECISION

An application to a rental officer made by YDFN on behalf of the NTHC as the Applicant/Landlord against MB and TK as the Respondents/Tenants was filed by the Rental Office October 11, 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 13, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent in full when due 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 in order for them to provide tenancy agreements proving the full duration of the tenancy and lease balance statements proving rental arrears accumulated prior to April 1, 2012. The hearing was re-scheduled for April 2, 2019, in Yellowknife. RB appeared representing the Applicant. MB and TK 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).

Previous order

Rental Officer Order Number 10-11162 issued January 7, 2010, required the Respondent MB to pay rental arrears in the amount of \$8,525.35 and terminated the tenancy agreement March 31, 2010, unless the rental arrears were paid in full. Despite the rental arrears not being paid in full until approximately September 2016, the Applicant did not enforce the termination order rendering the tenancy reinstated as of April 1, 2010.

Rental arrears

The statements of account and lease balance statements (rent documents) 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. Either insufficient payments or no payments were received in 22 of the last 72 months of the tenancy (note: all payments received between January 2010 and September 2016 were applied against the oldest rental arrears first).

The rent documents included a simply accounting charge of \$2,524.35 recorded March 31, 2015. Given that no evidence was presented establishing either a reasonable explanation of or justification for this charge, the amount was deducted from the rent documents balance.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the adjusted rent documents accurately reflect the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent in full when due and have accumulated rental arrears in the amount of \$5,285.50. That amount represents approximately 71 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 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 six months dependent on the Respondents making monthly payments towards the rental arrears and paying future rent on time. The Respondent committed to paying at least \$25 per month towards the rental arrears and to paying their future subsidized rents on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$5,285.50 (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 \$25 is paid towards the rental arrears and the monthly subsidized rents 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