

IN THE MATTER between **NTHC**, Applicant, and **BG and RB**, 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-

**BG and RB**

Respondents/Tenants

**REASONS FOR DECISION**

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

### **REASONS FOR DECISION**

An application to a rental officer made by YDFNHD on behalf of the NTHC as the Applicant/Landlord against BG and RB 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 Yellowknife, Northwest Territories. The filed application was served on the Respondents by registered mail signed for November 14, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, payment of future rent on time, conditional termination of the tenancy agreement, and conditional eviction.

A hearing scheduled for December 12, 2018, was adjourned *sine die* at the request of the Applicant so that they could provide evidence of the tenancy commencing prior to April 1, 2012. The hearing was re-scheduled to April 2, 2019, in Yellowknife. Rose Black appeared representing the Applicant. BG and RB appeared as Respondents.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2010. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statement 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 are currently assessed at \$150 per month. Insufficient payments were received in 14 of the last 24 months of the tenancy.

The lease balance statement included the maximum monthly rent of \$1,545 being charged for the April 2016 rent. The Applicant's representative was able to confirm after the hearing that the assessment of the maximum rent for that month was correct because the Respondents' household income exceeded the income threshold for eligibility for rent subsidies.

The lease balance statement charges for Simply Accounting adjustments totalling \$2,362.31 for which no evidence was provided. The charge was deducted from the statement balance.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging their debt and accepting responsibility for it. The Respondents' recent commitments to make monthly payments towards the rental arrears are borne out in the lease balance statement, which shows consistent payments of the rent on time and additional payments towards the rental arrears since October 2018.

I am satisfied the adjusted lease balance statement accurately reflects 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 \$25,803.24. That amount represents approximately seven years' subsidized rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the full amount of rent when due and the substantial amount of 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 lengthy conditional termination and eviction orders. The Respondents committed to paying at least \$400 per month towards the rental arrears and to paying the monthly subsidized rents on time.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$25,803.24 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement October 31, 2019, unless at least \$400 is paid each month towards the rental arrears and the monthly subsidized rents for April to October 2019 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)).

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Adelle Guigon  
Rental Officer