

IN THE MATTER between **NTHC**, Applicant, and **TN and AS**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**TN AND AS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 29, 2019

**Place of the Hearing:** Whati, NT

**Appearances at Hearing:** KAF for the Applicant  
AS for the Respondents

**Date of Decision:** May 29, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by the WHA on behalf of the NTHC as the Applicant/Landlord against TN and AS as the Respondents/Tenants was filed by the Rental Office Feb 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The filed application was served on the Respondents in person on April 10, 2019.

The Applicant claimed that the Respondents had rental arrears, and an order was sought for payment of rental arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for April 9, 2019. This hearing was cancelled to allow more time for service of the filed application on the Respondents. A new hearing was scheduled for May 29 2019; both parties were provided notice of this hearing. Janice Laycock, Deputy Rental Officer, appeared by telephone. KAF appeared representing the Applicant. AS appeared representing the Respondents.

#### *Tenancy Agreement*

Evidence was presented establishing a joint tenancy agreement for subsidized public housing. The agreement between the parties began on April 1, 2015 and continues on a month to month basis. I am satisfied that a valid tenancy agreement is in place according to the *Residential Tenancies Act*.

#### *Rental Arrears*

The Account Summary Statement (Rent Arrears Only) and the most recent Lease Balance Statement entered into evidence, show a balance owing up to May 2019 of \$11,096.82 in rental arrears. According to the Lease Balance statement, the Respondents had been making regular payments and had managed to bring their arrears down somewhat during the first part of 2018. However, even though a Last Chance Agreement (provided as evidence) was signed by all parties on September 18, 2019, arrears really increased during the period November 2018 to May 2019. During this seven month period total payments of only \$750 were made even though the subsidized rent was \$1,230 each month. This resulted in further accumulated arrears of \$7,860 for this period and total arrears overall of \$11,096.82.

The Applicant testified at the hearing that the Respondents had just made a payment of \$1,500 lowering their total arrears to \$9,596.82. The Respondent testified that they had some struggles with making payments because of other commitments, and she was currently not working. She further testified they had made arrangements for TN's employer to make direct payments to the Housing Authority for their rent, and they plan to make payments every two weeks in an effort to pay rent and arrears.

I am satisfied that the Account Summary Statement and the Lease Balance Statement accurately reflects the current status of the Respondent's rental account. I find that after the recent payment of \$1,500, total rental arrears owing by the Respondents to the Applicant are \$9,596.82.

*Termination of the Tenancy Agreement and Eviction*

Based on the evidence presented I find that the Respondents have repeatedly failed to pay their rent when due and have accumulated rental arrears. I am satisfied that termination of the tenancy agreement and eviction are justified. However, based on the Respondents' recent efforts to pay off their arrears the termination and eviction orders will be conditional on the Respondents paying off their rental arrears by the end of August and paying future rent on time.

*Orders*

An order will be issued:

- requiring the Respondents to pay their rental arrears in the amount of \$9,596.82 and paying their rent on time in the future (p. 41(4)(a) and p. 41(4)(b));
- terminating the tenancy agreement August 31, 2019 unless the rental arrears are paid in full and rents for June, July and August are paid on time(p. 41(4)(c), 83(2)) ; and
- evicting the Respondents from the rental premises on September 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

---

Janice Laycock  
Deputy Rental Officer