

IN THE MATTER between **NTHC**, Applicant, and **WL and SL**, 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-

WL and SL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 2, 2019

Place of the Hearing: Tulita, Northwest Territories

Appearances at Hearing: DY, representing the Applicant

Date of Decision: May 2, 2019

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against WL and SL as the Respondents/Tenants was filed by the Rental Office March 15, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondents April 26, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent in full 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 rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 2, 2019, in Tulita. The Rental Officer appeared by telephone. DY appeared representing the Applicant. WL and SL were personally served notices of the hearing April 26, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (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 March 27, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 20-13860 issued February 14, 2014, required the Respondents to pay rental arrears in the amount of \$14,915.98; required the Respondents to comply with their obligation to report their total household income and not to breach that obligation again; and terminated the tenancy agreement March 31, 2014, unless the rental arrears were paid in full and the household income for July 2013 to February 2014 was reported to the Landlord. The Respondents reported the outstanding household income and paid the rental arrears in full by March 31, 2014.

Rental arrears

The lease balance statement entered into evidence represents the Landlords' accounting of monthly assessed rents and payments received against the Respondents' rent account. All rents have been subsidized and are currently assessed at \$555 per month. The lease balance statement was amended to include the monthly subsidized rents for February, March, April, and May 2019. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

I am satisfied the amended lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent in full when due, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$8,850.56. That amount represents approximately 16 months' 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, the Respondents' failure to comply with a rental officer order to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondents paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$8,850.56 (p. 41(4)(a), ss. 83(2));
- requiring the Respondents to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement August 31, 2019, unless the rental arrears are paid in full and the monthly subsidized rents are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises September 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer