

IN THE MATTER between **NTHC**, Applicant, and **JG and CG**, 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-

JG and CG

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 4, 2019

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: AH, representing the Applicant

Date of Decision: June 4, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against JG and CG as the Respondents/Tenants was filed by the Rental Office April 9, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondents by registered mail signed for May 14, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 4, 2019, in Fort Smith. The Rental Officer appeared by telephone. AH appeared representing the Applicant. JG and CG were served notices of the hearing by registered mail signed for May 14, 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

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 15, 2017. I am satisfied a valid tenancy agreement is in place in accordance with 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 Respondent's rent account. The Applicant's representative testified that since filing of the application the rents for March, April, May, and June had become due, and that two payments had been received totalling \$650. Adjustments were made to the lease balance statement to account for the additional charges and payments. All rents were subsidized and are currently assessed at \$610 per month. Either insufficient payments or no payments were made in 14 of the last 18 months of the tenancy.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondents have repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$6,270. That amount represents approximately 11 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent 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 requested the termination and eviction orders be conditional over a six-month period and dependent 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 \$6,270 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement December 31, 2019, unless the rental arrears are paid in full and the monthly subsidized rents for July to December are paid on time (p. 41(4)(c), ss. 83(2));
- evicting the Respondents from the rental premises January 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer