

IN THE MATTER between **NTHC**, Applicant, and **DR and RK**, 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-

DR and RK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 21, 2019

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

Date of Decision: May 21, 2019

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the Applicant/Landlord against DR and RK as the Respondents/Tenants was filed by the Rental Office March 27, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was sent to the Respondents by registered mail deemed served May 3, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

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 the costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 21, 2019, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the Applicant. DR and RK were sent notices of the hearing by registered mail deemed served May 3, 2019. No phone number or email address was provided for the Respondents. 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 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 October 1, 2015. 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 Respondents' rent account. All rents have been subsidized and are currently assessed at \$70 per month. No payments were received in eight of the last 12 months of the tenancy.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent and have accumulated rental arrears in the amount of \$647. That amount represents approximately 10 months' subsidized rent.

Repairs

The applicant provided work orders and invoices substantiating their claim for outstanding costs to repair one exterior door and one front window. The damages repaired in September and October 2018, respectively, and the Respondents were invoiced a total of \$1,077.40 at that time. Two payments totalling \$400 have been received against the costs of repairs to date.

I am satisfied the Respondents have accepted responsibility for the claimed damages. I find the Respondents liable to the Applicant for outstanding costs of repairs in the amount of \$677.40.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied conditional termination of the tenancy agreement and eviction are justified. 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 \$647 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondents to pay costs of repairs in the amount of \$677.40 (p. 42(3)(e));
- terminating the tenancy agreement August 31, 2019, unless the rental arrears of \$647 are paid in full and the monthly subsidized rents for June, July, and August 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