

IN THE MATTER between **NTHC**, Applicant, and **GM and MM**, 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-

GM and MM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 22, 2019

Place of the Hearing: Deline, Northwest Territories

Appearances at Hearing: MH, representing the Applicant
AE, representing the Applicant
MM, Respondent

Date of Decision: May 22, 2019

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against GM and MM as the Respondents/Tenants was filed by the Rental Office April 17, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondents April 25, 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 the rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 22, 2019, in Deline. MH and AE appeared representing the Applicant. MM appeared as Respondent and on behalf of GM.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 1, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 20-14855 issued September 23, 2015, required the Respondents to pay rental arrears in the amount of \$3,964, and required the Respondents to pay rent on time in the future.

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 \$555 per month. Either insufficient payments or no payments were made in nine of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent indicated that she starts working again on Friday and they will be able to start making payments again towards the rent account.

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 in full when due, have failed to comply with a rental officer order to pay rent on time in the future, and have accumulated rental arrears in the amount of \$1,987.93. That amount represents approximately four 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 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 \$1,987.93 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement August 31, 2019, unless the rental arrears 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