

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

RK and RAT

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
RK, Respondent
RAT, Respondent
DT, witness for the Respondents

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 RK and RAT 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 the full amount of rent when due and had accumulated rental arrears. 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 appeared representing the Applicant. RK and RAT appeared as Respondents, with DT appearing on behalf of the Respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2006. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 based on reported household income and are currently assessed at \$555 per month. Either insufficient payments or no payments were received in 14 of the last 24 months of the tenancy.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

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 the rent in full when due and have accumulated rental arrears in the amount of \$30,667.65. That amount represents approximately 27 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent in full when due 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 making monthly payments towards the rental arrears and paying future rent on time. The Respondents committed to paying at least \$445 per month towards the rental arrears and to paying the monthly subsidized rents on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$30,667.65 (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 at least \$445 is paid each month towards the rental arrears 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