

IN THE MATTER between **NTHC**, Applicant, and **CB and MB**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

CB and MB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 21, 2019

Place of the Hearing: Tulita, NT

Appearances at Hearing: SD and DY for the Applicant

Date of Decision: August 21, 2019

REASONS FOR DECISION

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against C and MB as the Respondents/Tenants was filed by the Rental Office on June 20, 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 July 25, 2019.

The applicant claimed that the Respondents had rental arrears and an order was sought for payment of rental arrears, to pay future rent on time, as well as conditional termination and eviction.

A hearing was scheduled for August 21, 2019 and both parties were provided notice. Janice Laycock, Deputy Rental Officer appeared by telephone. SD and DY appeared representing the Applicant. No one appeared for the Respondents. The hearing proceeded in their absence as provided for in section 80(2) of the *Residential Tenancies Act*.

Tenancy Agreement

Evidence was presented establishing a joint tenancy agreement between the parties for subsidized public housing starting on April 15, 2016 and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act*.

Rental Arrears

The Lease Balance Statements entered into evidence (September 1, 2015 to May 31, 2019 and April 1, 2019 to August 31, 2019) include charges and payments for a previous tenancy with a zero balance in April 2016 at the beginning of this tenancy. During this tenancy the Respondents repeatedly failed to pay their full rent when due, and on August 6, 2019 the balance owing by the Respondents for rental arrears was \$2,900. According to the Lease Balance Statement the subsidized rent is currently \$70/month, although the subsidized rent has at times been as high as \$555.

The Applicant provided evidence that they have sent numerous notices to the Respondents about the rental arrears and had signed a Last Chance Agreement with the Respondents on November 7, 2018. The Respondents had made some progress at bringing their arrears down from a high of \$4,145 in March 2019 to the current balance of \$2,900. Most recently, in July and August the Respondents paid \$1000 on their arrears.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondent's rental account. I find that the total rental arrears owing by the Respondents are \$2,900.

Termination of the Tenancy Agreement and Eviction

Based on the evidence presented I find that the Respondents have repeatedly failed to pay their full rent when due and have accumulated rental arrears. For this reason I am satisfied that termination of the tenancy agreement and eviction are justified. However, I find that the Respondents have made a concerted effort over the last months to pay off their arrears. Considering this, and the agreement of the Applicant to work with the Respondents, termination and eviction will be conditional on the Respondents paying off their rental arrears by the end of November 2019 and paying rent on time in the future.

Orders

An order will be issued:

- requiring the Respondents to pay their rental arrears in the amount of \$2,900 and to pay their rent on time in the future (p. 41(4)(a) and p. 41(4)(b)).
- terminating the tenancy agreement November 30, 2019 unless the rental arrears are paid in full and rents for September, October and November are paid on time (p. 41(4)(c), 83(2)) ; and
- evicting the Respondents from the rental premises on December 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

Janice Laycock
Deputy Rental Officer