

IN THE MATTER between **NTHC**, Applicant, and **Coral Joss and DK**, 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-

CJ AND DK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 28, 2019

Place of the Hearing: Ulukhaktok, NT

Appearances at Hearing: FG representing the Applicant
CJ and DK as the Respondents

Date of Decision: August 28, 2019

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the Applicant/Landlord against CJ and DK as the Respondents/Tenants was filed by the Rental Office July 3, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was personally served on the Respondents on August 14, 2019.

The Applicant claimed that the Respondents had rental arrears and had not met their obligation to pay their utilities. An order was sought for payment of rental arrears, termination and eviction.

A hearing was scheduled for August 28, 2019 and both parties were provided notice of this hearing. Janice Laycock, Deputy Rental Officer, appeared by telephone. FG appeared representing the Applicant. CJ and DK appeared as the Respondents.

Tenancy Agreement

Evidence was presented establishing a joint tenancy agreement for subsidized public housing between the parties starting on July 1, 2016. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act*.

Rental Arrears

The Lease Balance Statement entered into evidence includes an opening balance for the joint tenancy agreement of \$2,131.55 and shows details of the charges and payments on this rental account (lease 7593) during the period January 1, 2019 to June 1, 2019. During this time the subsidized rent was \$70 and no payments were made. The only payment made during this time was a Canada Revenue Agency remittance that was applied to arrears on a previous lease (850) with CJ alone.

During the hearing I found that more information was required to determine rental arrears owing up to the current date. I agreed to adjourn the hearing until further information could be provided, and said that I would make my decision after review of this additional evidence. The requested information was provided to the Rental Office by the Applicant just after the conclusion of the hearing and a copy was provided to the Respondents.

The more detailed Lease Balance Statement provided by the Applicant after the hearing includes the period July 1, 2016 to August 15 2019. This statement also includes payments made on previous arrears owed by CJ alone (leases 850 and 5727) including other Canada Revenue Agency remittances that were applied to the arrears on these leases. Based only on the period of the joint tenancy with the Respondents (starting on July 1, 2016), according to the Lease Balance Statement total charges were \$4,200.00, payments applied to the joint tenancy were \$1948.45, resulting in current rent owing of \$2,251.55.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondents' rental account. I find that the total rent jointly owed by the Respondents on their current tenancy is \$2,251.55.

Breach of Obligation

The Applicant testified that the Northwest Territories Power Corporation had made an error in disconnecting power to this rental unit, but it was not because payments had been made by the Respondents, but rather because it was outside the time of year that the Corporation was permitted to do so. The Applicant further testified that the Respondents had not paid their utilities. Included as evidence were copies of numerous notices to the Respondents from the Applicant relating to power disconnect notices from the Power Corporation, and reminding the Respondents of their obligation to pay the utilities. Based on this evidence, I find that the Respondents have repeatedly breached their obligation to pay utilities.

Termination and Eviction

During the hearing the Applicant testified that the Respondents had repeatedly failed to pay their utilities, and aside from one recent payment of \$268.45 in August 2019, they had made no payments on their rent in the last 18 months.

DK testified that he had not been living with his wife for the past few years and now that he was back he would be able to help with the bills. He made several promises to pay the amount owing and asked that they not be evicted from the rental premises. The Respondent was reminded that his name remained on the joint tenancy agreement and he was jointly responsible with his spouse for rent and utilities even when not there.

Based on the evidence presented I find that the Respondents have repeatedly breached their obligation to pay the utilities and aside from one very recent payment had not paid any rent since January of 2018. I am satisfied that termination of the tenancy agreement and eviction are justified. However, recognizing the change in circumstances of the Respondents and the promises made during the hearing, termination and eviction will be conditional on the Respondents complying with their obligation to pay their utilities, paying their rent owing by the end of November and paying rent on time in the future.

Orders

An order will be issued:

- requiring the Respondents to pay their rent owing in the amount of \$2,251.55 and to pay their rent on time in the future (p.41(4)(a) and p.41(4)(b));and
- requiring the Respondents to comply with their obligation to pay all utilities and not breach their obligation again (p.45(4)a and p.45(4)(b)).
- terminating the tenancy agreement November 30, 2019 unless the rental arrears are paid in full; rents for September, October and November are paid on time; and the Respondents comply with their obligation to pay utilities (p.41(4)(c), p.45(4)(c), and ss.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