

IN THE MATTER between **NTHC**, Applicant, and **GRR and SLR**, 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-

GRR and SLR

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 2, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	LN, representing the Applicant ER, representing the Applicant
<u>Date of Decision:</u>	October 2, 2019

REASONS FOR DECISION

An application to a rental officer made by PHA on behalf of the NTHC as the Applicant/Landlord against GRR and SLR as the Respondents/Tenants was filed by the Rental Office August 9, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Paulatuk, Northwest Territories. The filed application was personally served on the Respondents September 10, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent, 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, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for October 2, 2019, by three-way teleconference. LN and ER appeared representing the Applicant. GRR and SLR were personally served notices of the hearing on September 10, 2019. 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 20-13619 issued October 23, 2013, required the Respondents to pay rental arrears in the amount of \$65,336.10 and required the Respondents to pay future rent on time. It was established at hearing that the monetary order had been satisfied by garnishments as of July 30, 2019.

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 have been assessed at the maximum monthly rent of \$1,445 since July 2017. The maximum monthly rent was assessed because the Respondents' reported household income has exceeded the income threshold to be eligible for rent subsidies. Since January 2015, the Respondents have made only six payments against their 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 the rent, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$57,062.93. That amount represents approximately 4.5 years' subsidized rent.

Damages

The lease balance statement included a charge in the amount of \$284.82 recorded January 11, 2015. The related work order and invoices were included in the application package. The work order documented the damages and repairs occurring in July 2014. The invoice was issued and forwarded to the Respondents in January 2015. The Applicant's representative confirmed that no further efforts were made to secure payment of the claimed costs of repairs from the Respondents since the January 2015 invoice was issued.

Subsection 68(1) of the Act specifies that an application to a rental officer must be made within six months after the situation referred to in the application arose. Subsection 68(2) provides for the Rental Officer to grant an extension to the time for making an application where the rental officer is of the opinion that it would not be unfair to do so.

In this case, the Applicant admittedly took no further actions to address the outstanding invoice for alleged tenant damages after issuing the invoice. Why it took six months for the invoice to be issued in the first place is one question, but given that the Landlord did not pursue the issue for another four-and-a-half years I am of the opinion that it would not be fair to grant an extension to the time for making an application regarding the alleged damages. The Applicant's claim for costs of repairing damages from July 2014 is denied.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent, the Respondents' failure to comply with a rental officer order to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$57,062.93 (p. 41(4)(a));
- terminating the tenancy agreement October 31, 2019 (p. 41(4)(c));
- evicting the Respondents from the rental premises November 1, 2019 (p. 63(4)(a)); and
- requiring the Respondents to compensate the Applicant for use and occupation of the rental premises at a rate of \$47.51 for each day they remain in the rental premises after October 31, 2019, to a maximum of \$1,445 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer