

IN THE MATTER between **NTHC**, Applicant, and **TE and LK**, 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**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

TE and LK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 12, 2019

Place of the Hearing: Fort Simpson, Northwest Territories

Appearances at Hearing: KO, representing the Applicant
LK, Respondent

Date of Decision: December 12, 2019

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against TE and LK as the Respondents/Tenants was filed by the Rental Office October 24, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was personally served on the Respondents on November 27, 2019.

The Applicant claimed the Respondents had rental arrears and an order was sought for payment of the rental arrears, payment of rent on time in the future, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 12, 2019, in Fort Simpson. Both parties were provided notice of the hearing. Janice Laycock, Rental Officer, appeared by telephone. KO, representative for the Applicant, and LK, Respondent and representing TE, appeared.

Tenancy agreement

Evidence was presented establishing a joint tenancy agreement for subsidized public housing beginning on April 1, 2012. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to this statement, as of September 17, 2019, the Respondents' rent was \$1,295 per month and the total arrears were \$10,869.96. On September 24, 2019, a last chance agreement was signed by all parties. Under this agreement the Respondents agreed to make a one-time payment of \$1,087 and pay \$668 per month on their arrears in addition to their rent payment.

At the hearing, the Applicant provided an updated lease balance statement with information on charges and payments to December 10, 2019. According to this statement the Respondents have complied with the last chance agreement and the current arrears are now \$7,554.96.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondents' rental account. I find that the rental arrears currently owing are \$7,554.96.

Termination and eviction

Based on the evidence and testimony of the Applicant, it is clear that the Respondents have repeatedly failed to pay rent or have paid only part of the rent when it is due. According to the lease balance statement, at the end of 2017 the Respondents were in a credit position. However, in the 18-month period from January 2018 to September 2019 they paid no rent or only partial rent in 14 of the months, including no rent in September of 2019.

At the hearing the Respondent testified that their income is based on seasonal work and that they were relying on employment insurance currently for their main income and would only be able to pay \$1,600 a month towards their rent and arrears, at least until Spring. After some discussion, the Applicant and Respondent agreed that in addition to the monthly rent of \$1,295, the Respondents would pay \$305 in January, February, and March towards their arrears and then return to the terms of the last chance agreement when the seasonal work picks up again.

Based on this history, I am satisfied that termination and eviction are justified. However, considering the Respondents have complied with the last chance agreement, and by agreement with the Applicant, the termination and eviction orders will be conditional on the Respondents paying their rent for January, February, and March 2020 on time and paying off at least \$915 (\$305 each month) of their rental arrears during this period.

Orders

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$7,554.96 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement on March 31, 2020, unless at least \$915 of the rental arrears are paid, and the rents for January, February, and March 2020 are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises on April 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer