

IN THE MATTER between **NTHC**, Applicant, and **BK and LP**, 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-

BK and LP

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 12, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: KO, representing the Applicant
BK, Respondent
LP, 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 BK and LP 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 Sambaa K'e, Northwest Territories. The filed application was personally served on the Respondents on December 4, 2019.

The Applicant claimed the Respondents had accumulated 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 by, three-way teleconference. Both parties were provided notice of the hearing. Janice Laycock, the Rental Officer, KO, the representative for the Applicant, and BK and LP, the Respondents, appeared at the hearing.

Tenancy agreement

Evidence was presented establishing a joint tenancy agreement under the Landlord's Homeownership Entry Level Program beginning on April 1, 2016. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15469 dated May 9, 2017, required the respondents to pay rental arrears in the amount of \$4,025 and to pay their future rent on time.

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 October 1, 2019, the Respondents' rent was \$375 per month and the total arrears were \$6,917.50.

On October 15, 2019, a last chance agreement was signed by all parties. Under this agreement the Respondents agreed to make a one-time payment of \$575 and to pay \$200 per month towards 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 1, 2019. According to this statement, the Respondents made efforts to comply with the last chance agreement. In October the Respondents paid \$775 out of the total \$1,150 owing, in November they paid only \$200 out of the \$575 owing and in December – according to the testimony of the Applicant – they had not made any payments. The current arrears are now \$6,692.50.

The Respondents testified at the hearing that they were not clear what the terms of the agreement were and that contributed to them not paying the full amounts. The Applicant explained the terms of the last chance agreement as signed by the Respondents. Based on this discussion the Respondents agreed to make their payments.

The previous order for \$4,025 is still enforceable by the Applicant and I can only order those arrears that have accrued since the previous order (\$6,692.50 total arrears on current lease balance statement less \$4,025 under the previous order equals \$2,667.50).

I am satisfied that the lease balance statement accurately reflects the current status of the Respondents' rental account. I find that rental arrears currently owing are \$2,667.50.

Termination and eviction

Based on the evidence and testimony of the Applicant, as well as the previous order, it is clear that the Respondents have repeatedly not paid their rent. According to the lease balance statements, the Respondents made only one payment in 2018 and no rent payments in 2019 as of the end of September. Any payments on the rent during the 9-month period in 2019 are described as Canada Revenue Agency (CRA) remittances or Sheriff's Office cheques.

Based on this history, I am satisfied that termination of the tenancy agreement and eviction are justified. However, considering that the Respondents have made an attempt to comply with the last chance agreement, and considering their testimony at the hearing that they would make future payments, the termination and eviction orders will be conditional on the Respondents paying their rents for January, February, and March 2020 on time and paying off at least \$600 (\$200 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 \$2,667.50 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 \$600 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