

IN THE MATTER between **NTHC**, Applicant, and **DC and LEC**, 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-

DC and LEC

Respondent/Tenants

AMENDED REASONS FOR DECISION

Date of the Hearing: January 8, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MRC, representing the Applicant

Date of Decision: January 8, 2020

REASONS FOR DECISION

An application to a rental officer made by the LKHA on behalf of the NTHC as the Applicant/Landlord against DC & LEC as the Respondents/Tenants was filed by the Rental Office on October 11, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Lutselk'e, Northwest Territories. The filed application was served on the Respondents by registered mail signed for on December 23, 2019.

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

A hearing was held January 8, 2020, by three-way teleconference. Both parties were provided notice of the hearing. Janice Laycock, Rental Officer, and MRC, representative for the Applicant, appeared by telephone. No one appeared representing the Respondents. As the Respondents received notice by registered mail signed for on December 23, 2019, the hearing proceeded in their absence under section 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #15344 dated February 9, 2017, required the Respondents to pay their rental arrears in the amount of \$11,209.93 and to pay their rent on time. Under this order the tenancy agreement was terminated on March 31, 2017 unless at least \$6,000 was paid towards the rental arrears and the rents for February and March were paid on time. In addition, an order evicting the Respondents on or after April 1, 2017, was issued to take effect if the tenancy agreement was terminated.

This rental officer order referenced a previous order, #10-12994 dated December 3, 2012, which required the respondents to pay rental arrears in the amount of \$17,105, to pay future rent on time, and to report their household income in accordance with their tenancy agreement. According to the reasons for decision related to Order #15344, Order #10-12994 had been complied with.

Tenancy agreement

Evidence was presented establishing a joint tenancy agreement for subsidized public housing beginning April 1, 2012, and continuing month to month. The Applicant did not enforce the termination and eviction orders provided for in Order #15344, even though the Respondents did not comply with the conditions of the Order including either paying rent on time or paying \$6,000 towards their arrears. I find that the lack of enforcement resulted in the reinstatement of the tenancy agreement effective April 1, 2017. As a result 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 January 1, 2020, the Respondents' rent was \$555 per month and the total arrears were \$18,484.21. This balance includes a charge and payment for the security deposit which is not part of this application. Once adjustments are made the outstanding arrears are \$18,314.21.

The total arrears include the arrears previously ordered paid (Order #15344) of \$11,209.93.

According to the lease balance statement \$9,593.94 of the previously ordered arrears had been paid through a Sheriff's Office Writ. This would leave \$1,615.99 that could still be collected as part of order #15344, and \$16,698.22 in rental arrears that have accrued since the previous order.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay their rent when due despite numerous efforts by the Applicant, have failed to comply with a rental officer order to pay rent on time and to pay rental arrears, and have accumulated further arrears since the last rental officer order. As a result they now owe rental arrears totalling **\$16,698.22**.

Termination of the tenancy agreement and eviction

At the hearing the Applicant testified that they had recently talked to the Respondents, who had committed to make progress on paying off their arrears. Based on this promise and in an effort to avoid eviction if possible, the Applicant was willing to provide the Respondents with another chance. This is despite a recognized long history of not paying rent, of not complying with a rental officer order, or even of complying with the last chance agreement that was signed by all parties on July 17, 2019.

In light of the Respondents' history, including their continued failure to pay their rent and arrears, and considering the rental arrears that have accumulated, I am satisfied that termination of the tenancy agreement and eviction are justified. However, as the Applicant is willing to try to work with the Respondents and to give them another chance, the termination and eviction orders will be conditional on the Respondents paying their rent for February, March, and April 2020 on time and paying off at least their current accumulated rental arrears of **\$16,698.22** during this period. I would remind the Respondents that in addition to the current accumulated arrears, they still owe outstanding arrears related to the last Rental Officer Order (#15344).

Orders

An order will be issued:

- requiring the Respondents to pay rental arrears accumulated since Rental Officer Order #15344 was issued in the amount of **\$16,698.22** and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement on April 30, 2020, unless **\$16,698.22** of the rental arrears are paid, and the rents for February, March, and April 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