

IN THE MATTER between **NTHC**, Applicant, and **RC and JC**, 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-

RC and JC

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 14, 2020
<u>Place of the Hearing:</u>	Tuktoyaktuk, Northwest Territories
<u>Appearances at Hearing:</u>	LP, representing the Applicant RC, Respondent JC, Respondent
<u>Date of Decision:</u>	January 14, 2020

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against RC and JC as the Respondents/Tenants was filed by the Rental Office November 6, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondents November 27, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held January 14, 2020, in Tuktoyaktuk. The Rental Officer appeared by telephone. LP appeared representing the Applicant. RC and JC appeared as the Respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement for subsidized public housing that started November 30, 2000. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account between March 1, 2019, and January 13, 2020. All rents have been subsidized and are currently assessed at \$555 per month. No payments were received in 10 of the last 11 months of the tenancy.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The indicated that it's not that they don't want to pay the rent, they have just been feeling helpless about the amount they are being assessed. The Respondents' committed to paying \$500 by Friday and \$600 in February. They also committed to use their Federal Indian Day School Settlement compensation to pay off the rental arrears.

The Respondents raised questions as to how and why the assessment of any rents against elders started. The Respondents said that when they first started renting they were not charged any rent after they turned 60 or 65 years old. Then a few years later they had to start paying \$70 per month, which they were okay with. But then over the years the monthly rent kept changing, and in 2012 when the subsidized rents started being assessed based on CRA reported income tax returns their rent again increased. In effect, the Respondents questioned how their subsidized rent was being assessed. I clarified for the Respondents that the Act does not control or oversee the NTHC's policies and guidelines for calculating the subsidized rents under their Subsidized Public Housing Program. The Act only governs the residential tenancy agreement itself. The Respondents were encouraged to work with the Applicant's representative to bring their questions directly to the NTHC.

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 and have accumulated rental arrears in the amount of \$5,965. That amount represents approximately 11 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement is justified on a conditional basis taking into account the Respondents' acknowledgement of the debt and commitment to resolve it. I am not satisfied that an eviction order is justified at this time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$5,965 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy agreement July 31, 2020, unless the rental arrears are paid in full and the monthly subsidized rents for February to July are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer