

IN THE MATTER between **NTHC**, Applicant, and **DS and KR**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

DS and KR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 4, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant
LE, representing the Applicant

Date of Decision: May 4, 2021

REASONS FOR DECISION

The application was filed by BKGK on behalf of the NTHC on February 19, 2021. The filed application and a notice of attendance was served on the Respondents by registered mail confirmed delivered on April 12, 2021. The Respondents failed to appear at the hearing and the hearing was held in their absence.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and sought an order terminating the tenancy agreement and evicting the Respondents. The premises are subsidized public housing.

The monthly tenancy agreement between the parties commenced on March 7, 2017. As is the case with all subsidized public housing tenancy agreements, it obligates the tenant to report the household income of all occupants when requested by the landlord.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing of \$17,814 and an outstanding security deposit of \$1. The rents for July 2020 through May 2021 have been assessed at the maximum of \$1,545 per month. The Applicant testified that no household income information had been received from the Respondents for that period. A notice to the Respondents requesting that information was provided in evidence. The Applicant testified that statements of the rent account have been provided to the Respondents every month.

I find the Respondents in breach of their obligation to pay rent and their obligation to report the household income. I find the lease balance statement in order and I find the application of the maximum rent to be reasonable. I find rent arrears of \$17,814.

A previous order (file #16404 issued May 3, 2019) ordered the Respondents to pay future rent on time. The Respondents maintained a credit balance until January 2020 but have not paid any rent whatsoever since that date.

In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order. An order shall issue terminating the tenancy agreement on May 31, 2021. An eviction order shall become effective on June 1, 2021.

Hal Logsdon
Rental Officer