

IN THE MATTER between **NTHC**, Applicant, and **AL and AD**, 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-

AL and AD

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 10, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	EM, representing the Applicant AL, Respondent
<u>Date of Decision:</u>	August 10, 2021

REASONS FOR DECISION

An application to a rental officer made by FLHA on behalf of the NTHC as the Applicant/Landlord against AL and AD as the Respondents/Tenants was filed by the Rental Office June 23, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was served on the Respondents by registered mail signed for July 16, 2021. The Respondent AL confirmed at hearing that the Respondent AD was made aware of the application.

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, payment of future rent on time, termination of the tenancy, and eviction.

A hearing was held August 10, 2021, by three-way teleconference. EM appeared representing the Applicant. AL appeared as Respondent. AD was served notice of the hearing by registered mail signed for July 16, 2021. AL confirmed at hearing that AD was made aware of the scheduled hearing. AD did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in AD's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a joint tenancy agreement between the parties for subsidized public housing commencing August 1, 2016, which ended June 30, 2020. Evidence was presented establishing a sole tenancy agreement between the Applicant and AL commencing July 1, 2020. I am satisfied a valid joint tenancy agreement was in place ending June 30, 2020, in accordance with the Act. I am satisfied a valid sole tenancy agreement is currently in place in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments received against both the joint tenancy rent account and the sole tenancy rent account. All rents were subsidized and last assessed at \$580 per month for the joint tenancy and \$345 per month for the sole tenancy. The last payment received against the joint tenancy rent account was recorded October 1, 2020, in the amount of \$500. Either insufficient amounts or no payments were received in all 14 months of the sole tenancy.

The Respondent AL did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He confirmed signing a last chance agreement on May 28, 2021, with the Landlord, agreeing to pay \$250 per month towards the arrears, and he acknowledged he has failed to comply with that agreement. The Respondent AL made a commitment to better manage his finances going forward and to pay his rent on time. He agreed to pay an additional \$250 per month towards the accumulated rental arrears. The Respondent AL also indicated he would try to make arrangements with the Respondent AD to get her help to pay down the joint tenancy arrears.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent accounts. I find the Respondents have repeatedly failed to pay rent in full when due. I find the Respondents AL and AD have accumulated rental arrears under their joint tenancy in the amount of \$4,220. I find the Respondent AL has accumulated rental arrears under his sole tenancy in the amount of \$9,830. AL's sole tenancy arrears represent approximately 13 months' subsidized rent.

Termination of the tenancy and eviction

In light of the Respondent AL's repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated under the sole tenancy, I am satisfied termination of the sole tenancy and eviction are justified. By agreement with the Applicant's representative, the termination order will be for a termination date of February 28, 2022, and conditional on the Respondent AL paying at least \$250 per month towards the rental arrears and paying the monthly subsidized rents for September through February on time. Given the deferred termination date, an eviction order will not issue.

Orders

An order will issue:

- requiring the Respondents AL and AD to pay rental arrears accumulated under their joint tenancy in the amount of \$4,220 (p. 41(4)(a));
- requiring the Respondent AL to pay rental arrears accumulated under his sole tenancy in the amount of \$9,830 (p. 41(4)(a));
- requiring the Respondent AL to pay his future rent on time (p. 41(4)(b)); and
- terminating the sole tenancy with AL February 28, 2022, unless at least \$250 is paid each month towards the rental arrears and the monthly subsidized rents for September to February are paid on time (p. 41(4)(c), ss. 83(2)).

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