

IN THE MATTER between **NTHC**, Applicant, **NG and RS**, 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-

NG and RS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 12, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: January 12, 2022

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against NG and RS as the Respondents/Tenants was filed by the Rental Office October 27, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondents by registered mail signed for December 24, 2021.

The Applicant claimed the Respondent 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 1, 2021, by three-way teleconference. AS appeared representing the Applicant. The filed application and notice of the hearing was sent by registered mail on November 24th and deemed served under subsection 71(5) of the *Residential Tenancies Act* (the Act) seven days later, on December 1, 2021. Considering the application was deemed served the same day as the hearing, I could not be satisfied that the Respondents were served with the documents in accordance with subparagraph 76(1)(b)(i) of the Act, which requires the filed application package be served on the Respondent at least five business days before the day set for the hearing. The matter was adjourned to be re-scheduled to a future date to ensure the Respondents received adequate advance notice of the matter.

On December 24, 2021, the Respondents picked up the filed application package that had been sent by registered mail. The hearing was re-scheduled and held on January 12, 2022, by three-way teleconference. AS appeared representing the Applicant. The Respondents were served notice of the re-scheduled hearing by registered mail signed for December 24, 2021. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the Act.

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on April 1, 2012, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #15821 issued January 23, 2018, ordered the Respondents to pay rental arrears of \$365, to pay rent on time in the future, to pay costs of repairs and cleaning totalling \$1,270.24, and not to cause further damages.

Rental Officer Order #16560 issued July 16, 2019, ordered the Respondents to pay rent on time in the future.

Rental arrears

The updated lease balance statement printed January 10, 2022, provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The subsidized rent was assessed at \$610 per month and then re-assessed to \$890 per month as of July 2021.

This updated statement was provided to the Rental Office on January 10, 2022. At the hearing the Applicant testified that a copy was also provided to the Respondents. According to this statement the Respondents had a zero balance in May 2021, but after not paying any rent in five of the last eight months and only partial rent in the other months, their outstanding rental arrears are now \$4,620.

I am satisfied the updated lease balance statement accurately reflects the current status of the rental account and I find the Respondents have rental arrears totalling \$4,620.

Termination of the tenancy and eviction

The Applicant provided evidence and testified about repeated attempts to notify the Respondents of the arrears and come to an agreement on payments. Written notice was provided in July and September 2021, followed by a last chance agreement developed in October 2021 that the Respondents failed to attend to sign.

The Applicant testified the Respondents had recently sought a re-assessment of their household income. However, even if the rent is re-assessed back to the previous monthly rent amount, the Respondents are both working at least seasonally and would most likely still have significant arrears.

In light of the Respondents' repeated failure to pay the rent when due and the arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. However, with the support of the Applicant, the termination and eviction orders will be conditional on the Respondents paying the full amount of rental arrears owing and paying the rents for February, March, and April on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears totalling \$4,620 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on April 30, 2022, unless the rental arrears are paid in full and the monthly subsidized rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises on May 1, 2022, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer