

IN THE MATTER between **NTHC**, Applicant, and **SF and BN**, 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-

SF and BN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 4, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: May 4, 2022

REASONS FOR DECISION

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against SF and BN as the Respondents/Tenants was filed by the Rental Office on March 25, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondents on April 8, 2022.

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

A hearing was held on May 4, 2022 by three-way teleconference. MB appeared on behalf of the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As the Respondents failed to appear after receiving sufficient notice of the hearing, under subsection 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in their absence.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing for the term November 5, 2019 to June 30, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The updated lease balance statement provided as evidence represents the Landlord's accounting of the monthly rents and payments received against the Respondent's rent account. According to this statement, the subsidized rent was assessed at \$345/per month in June 2021, and then assessed at \$580 in July 2021, based on household income. After repeatedly not paying their rent, on May 1, 2022, the balance owing by the Respondents for rental arrears was \$4,570.

I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rental account and I find they have rental arrears totalling \$4,570.

Termination of the tenancy and eviction

The Applicant provided evidence of numerous notices that had been sent to the Respondent about their rental arrears including requests to set up a payment plan. Between July 29, 2021, and March 14, 2022, seven notices were sent. At the hearing, the Applicant testified they had received no response to their notices until April 2022, when the Respondent contacted them and promised to pay the balance of their rent and arrears. However, as of this hearing, no payments have been made.

Despite the notices and the Respondents' promise to pay, the Respondents have repeatedly not paid any rent or only partial rent and as a result has accumulated significant arrears. In April 2021, they had no rental arrears, a year later their rental arrears total \$4,570.

Given the Respondents' repeated failure to pay the rent when due and the amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, with the Applicant's agreement, the termination and eviction orders will be conditional on the Respondents paying the rental arrears, and paying their rent on time for June, July and August, 2022.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears totalling \$4,570.00 (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 August 31, 2022, unless the rental arrears are paid, in full and the rents for June, July and August 2022, are paid on time (p.41(4)(c), ss 83(2)); and
- evicting the Respondents from the rental premises on September 1, 2022, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss 83(2)).

Janice Laycock
Rental Officer