

IN THE MATTER between **NTHC**, Applicant, and **SQ and LW**, 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, regarding a
rental premises located within the **community of Gameti in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

SQ and LW

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 26, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	EN and MZ, representing the Applicant SQ, representing Respondents
<u>Date of Decision:</u>	October 26, 2022

REASONS FOR DECISION

An application to a rental officer made by the GHA on behalf of the NTHC as the Applicant/Landlord against SQ and LW as the Respondents/Tenants was filed by the Rental Office on August 29, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The filed application was personally served on the Respondents on September 7, 2022.

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

A hearing was held on October 26, 2022, by teleconference. EN and MZ appeared representing the Applicant. SQ appeared on behalf of both Respondents.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on December 16, 2014, and continuing month to month. At the time of the hearing, the assessed rent was \$845 per month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order #16767, issued December 11, 2019

- Pay rental arrears \$10,162.50;
- Pay rent on time in the future;
- Termination of the tenancy agreement on March 31, 2020 unless at least \$380 paid each month towards the rental arrears and rent for Jan, Feb and March 2020 paid on time; and
- If tenancy terminated then eviction April 1, 2020.

Previous Rental Officer Order #16274, issued December 19, 2018

- Pay rental arrears of \$9,990;
- Termination of the tenancy agreement March 31, 2019 unless at least \$1,200 paid towards the rental arrears; and
- If tenancy terminated then eviction April 1, 2019.

Previous Rental Officer Order #15423, issued April 18, 2017

- Rescinded rental officer order # 10-14177 and ordered to Pay rental arrears (sole tenancy) \$7,633;
- Pay rental arrears (joint tenancy) of \$3,605;
- Termination of the tenancy agreement April 30, 2017;
- Eviction May 1, 2017; and
- Compensation for use and occupation after termination of the tenancy.

Rental Officer Order 10-14177, issued December 1, 2014 (sole tenancy)

- Pay rental arrears \$7,633 in minimum installments of \$150 starting December 2014 until rental arrears paid in full; and
- Pay rent on time in the future.

Rental arrears

An updated lease balance statement dated October 18, 2022 was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondents' account. At the hearing, the Applicant testified no further payments had been made against the Respondents' account since this statement. They also testified the assessed rent was based on household income information.

According to the lease balance statement, the balance owing on October 18, 2022 was \$28,202.55. This amount includes the previously ordered amount of \$10,162.50, minus payments of \$297.25 (Sheriff's Writ) in November 2020, and a further payment of \$105.32 (CRA remittance) made in April 2022, totaling \$9,759.93 owing on Rental Officer Order #16767. The rental arrears that have accrued since the previous order was made total \$18,442.62.

Termination of the tenancy agreement and eviction

At the hearing, the Respondent did not dispute the Applicant's claims about the rental arrears. They suggested that it might be helpful to have automatic rent payments from their spouse's salary for the rent, and the Applicant suggested they both come in to the office to do this.

The Applicant testified that despite the numerous rental officer orders and notices from their office, the Respondent's continue to not pay their rent on time. However, they were willing to give them another opportunity to pay off their rental arrears and to pay their rent when due and is willing to give them until the end of March 2023 to do this, giving them time to secure assistance, if needed.

Based on the evidence, I am satisfied that termination of the tenancy agreement and eviction are justified. Since the last Rental Officer Order #16767 was issued in December 2019, the Respondents have repeatedly not paid their full rent when due and in many months have not paid any rent. For instance, in the period July 2021 to June 2022, no rent was paid in nine months and only partial rent in the other three months. Since then, no rent was paid in July and only partial rent in August and October 2022. The Respondents continue to be in breach of the Act and previous orders.

However, considering the willingness of the Applicant to give them another opportunity to pay rent and arrears owing, I will order a conditional termination of the tenancy agreement on March 31, 2023, with eviction to follow on April 1, 2023 if the conditions are not met. If the Respondents pay the full amount of rental arrears owing \$18,442.62 and pay their rent on time for November and December 2022 and January, February, March 2023, their tenancy will not terminate and they will not be evicted.

The Applicant asked that the termination be conditional on payment of total arrears owing, including both the current arrears and the remainder of the previously ordered amount, however, I felt that this amount, \$28,202.55, was more than could be reasonably expected to be paid in the five-month period and action could still be taken by the Landlord to collect on the previously ordered amount. I reminded the Respondent that they still owe the full amount and should take steps to satisfy this order as well as previous order #16767.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$18,442.62 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time (p. 41(4)(b));
- terminating the tenancy agreement on March 31, 2023, unless the rental arrears of \$18,442.62 are paid and the rent for November, December 2022, and January, February, March 2023, is paid on time (p. 41(4)(c) and ss. 83(2)); and
- if the tenancy agreement between the parties is terminated in accordance with this order the Respondents are evicted from the rental premises on April 1, 2023 (p. 63(4)(a) and 83(2)).

Janice Laycock
Rental Officer