

IN THE MATTER between **NTHC**, Applicant, and **JF and AB**, 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, regarding a  
rental premises located within the **community of Lutselk'e in the Northwest  
Territories**;

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**JF and AB**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 29, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MRC, representing the Applicant AB, the Respondent JF, the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 29, 2023</b>

### **REASONS FOR DECISION**

An application to a rental officer made by LKHA on behalf of the NTHC as the Applicant/Landlord against JF and AB as the Respondents/Tenants was filed by the Rental Office February 7, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Lutselk'e, Northwest Territories. The filed application was sent to the Respondents by registered mail, deemed served March 8, 2023, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy, eviction, and compensation for use and occupation of the rental premises.

A hearing was held March 29, 2023, by three-way teleconference. MRC appeared representing the Applicant. AB and JF appeared as the Respondents.

#### **Tenancy agreement**

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### **Previous order**

Rental Officer Order #10-12997 was issued September 25, 2012, and ordered the Respondents to pay rental arrears in the amount of \$2,229, to pay their future rent on time, and to report their household income in accordance with paragraph 6 of their written tenancy agreement. A review of the lease balance statement confirms that the household income must have been reported as required given all rents have been subsidized, and it confirms that the rental arrears were paid in full by the garnishment of CRA remittances on April 15, 2015.

#### **Rental arrears**

The lease balance statement represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents have been subsidized and are currently assessed at \$555 per month. No payments were received in 22 of the last 36 months of the tenancy.

The Respondents did not dispute the accuracy of the lease balance statement, acknowledging the accumulated debt and accepting responsibility for it. They committed to paying the subsidized rent every month and would make additional payments as they could towards the rental arrears. Both the Respondents are still looking for employment. They confirmed that after a break of nearly a decade from accessing income support, they have returned to that resource for assistance and are optimistic they will receive it going forward.

We also discussed at the hearing the possibility that the Respondents could access other resources to help pay the debt, such as the Homelessness Assistance Fund or Jordan's Principle. Both require the Respondents to take the necessary steps to access, but the Applicant's representative offered to help them figure out how to make those applications. It was agreed that once the rental arrears are paid off the Respondents should have no trouble paying the monthly subsidized rents on time.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondents have repeatedly failed to pay rent, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$11,985.43. That amount represents approximately 22 months' subsidized rent.

### **Termination of the tenancy and eviction**

Given the Respondent's repeated failure to pay the rent, their failure to comply with a rental officer order to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. However, in an effort to motivate and encourage the Respondents to resolve the debt, and to give them a fair opportunity to access resources to help them do that, the termination and eviction orders will be conditional on the rental arrears being paid in full and the monthly subsidized rents being paid on time.

### **Orders**

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$11,985.43 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy June 30, 2023, unless the rental arrears are paid in full and the monthly subsidized rents for April, May, and June are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises July 1, 2023, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer