

IN THE MATTER between **HNT**, Applicant, and **BA 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 **Hal Logsdon**, Rental Officer, regarding a rental premises located within the **community government of Behchoko in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

BA AND AB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 27, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	TM, representing the Applicant
	RO, representing the Applicant
<u>Date of Decision:</u>	June 27, 2023

REASONS FOR DECISION

The tenancy agreement between the parties commenced in May 2000 and has been renewed on several occasions in the same form for the same premises. The premises are subsidized public housing.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and by failing to report all household income and sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

The Applicant provided copies of the tenant ledger in evidence which indicated a balance owing as at May 1, 2023 of \$50,655.35. The Applicant testified that since that date the June rent of \$1545 had come due and no payments had been received, bringing the balance owing to \$52,200.35. Included in the balance is one repair for a clogged toilet for \$75.59.

A previous order (file #15292, filed on October 11, 2016) ordered the Respondents to pay the Applicant rent arrears totalling \$30,479.54 and terminated the tenancy agreement. The Applicant did not enforce the order and reinstated the tenancy. The order has been satisfied.

The rent charged since the issuance of the previous order (\$79,260) has only been offset by payments of \$27,135.23, leaving a current rent balance owing of \$52,124.77.

The full unsubsidized rent of \$1545 has been charged since July 2020. The Applicant testified that the Respondents have not reported all of the household income but the monthly assessment is calculated on the income of household members who have reported. Article 6 of the tenancy agreement obligates the tenant to report the income of all authorized occupants of the premises. While the Respondents may be in breach of this obligation, it has no bearing on the amount of rent assessed as \$1545 is the maximum rent allowable regardless of income. A long term maximum rent assessment may raise an eligibility question. However, this is not an issue for me to address.

I find the ledger in order and find rent arrears of \$52,124.77. Repair of clogged drains and toilet is the responsibility of the tenant and I find the repair costs of \$75.59 to be reasonable.

The ledger indicates that the Respondents ceased making regular rent payments in October 2019. Other than garnishment payments arising from the previous order, only four rent payments have been received. In my opinion, there are adequate grounds to terminate the tenancy agreement and issue an eviction order.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$52,124.77 and repair costs of \$75.59. The tenancy shall be terminated on July 17, 2023 and an eviction order shall become effective on July 18, 2023.

Hal Logsdon
Rental Officer