

IN THE MATTER between **H.N.T.**, Applicant, and **E.M. and R.R.**, 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:

H.N.T.

Applicant/Landlord

-and-

E.M. AND R.R.

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>	T.M., representing the Applicant
<u>Date of Decision:</u>	June 27, 2023

REASONS FOR DECISION

The Respondents were personally served with Notices of Attendance on June 2, 2023 but failed to appear at the hearing. The hearing proceeded in their absence.

The tenancy agreement between the parties commenced in February 1992 and has been renewed numerous times 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. The Applicant also noted that the Respondents did not regularly occupy the premises but permitted their dependents to live there. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

A previous order (file #16359, filed on March 8, 2019) ordered the Respondents to pay rent arrears of \$17,748.51 and terminated the tenancy agreement on July 31, 2019 unless at least \$500 plus the monthly assessed rents for March, April, May, June and July, a total of \$2,225, was paid. The Respondents paid only \$1,445.51, terminating the tenancy agreement, but the Applicant reinstated the agreement and did not enforce the eviction order.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at May 1, 2023 of \$30,224.55. The Applicant testified that since that date, the June rent of \$1,230 had become due and no payments had been received, bringing the balance owing to \$31,454.55.

I find the statement in order and find rent arrears in the amount of \$31,454.55. The statement indicates that the Respondents have made payments occasionally but they are often insufficient to meet the monthly rent assessment. The Respondents have frequently failed to make any payments for several months. The Applicant has provided the Respondents with an opportunity to continue the tenancy by not enforcing a previous eviction order but the Respondents continue to fall more seriously in arrears. In my opinion, there are sufficient grounds to terminate the tenancy and issue an eviction order.

Taking into consideration, the previous order, an order shall issue requiring the Respondents to pay the Applicant rent arrears of \$13,706.04. The order shall terminate the tenancy agreement on July 25, 2023 and the Respondents and all occupants must vacate the premises on that day. An eviction order shall become effective on July 26, 2023.

Hal Logsdon
Rental Officer