

IN THE MATTER between **H.N.T.**, Applicant, and **A.E. and N.F.**, 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-

**A.E. AND N.F.**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 27, 2023

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** T.M., representing the Applicant

A.E., Respondent

N.F., Respondent

**Date of Decision:** July 1, 2023

### **REASONS FOR DECISION**

The tenancy agreement between the parties commenced in November 1998 and has been renewed as a monthly agreement. The premises are subsidized public housing. The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and failing to report the household income in accordance with the tenancy agreement. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at May 1, 2023 in the amount of \$57,303.30. The Applicant testified that since that date, the June rent of \$1,545 had come due and no payments had been received, bringing the balance owing to \$58,848.30. The full unsubsidized rent of \$1,545 has been applied since July 2019. The Applicant stated that the Respondents had failed to provide any income information on which to calculate the rent. Numerous notices were provided in evidence by the Applicant demanding payment of rent arrears and submission of household income information.

There have been several orders previously issued with regard to this tenancy. In November 2004, the Respondents were found to be in breach of their obligation to pay rent and were ordered to pay the rent arrears and to pay future rent on time.

In November 2013, the Respondents were found to be in breach of their obligations to pay rent and report the household income. An order to pay the rent arrears was issued and tenancy was terminated, unless the household income was reported. Termination of the agreement was avoided when the Respondents reported the income as ordered but the Respondents were ordered to not breach that obligation again.

In October 2016, the Respondents were again found to be in breach of their obligation to pay rent and an order was issued terminating the tenancy agreement on October 31, 2016. An eviction order was also issued. However, the Applicant did not enforce the order and reinstated the tenancy.

The Respondents did not dispute the amount owing or the alleged failure to provide any household income information to the Applicant. The Respondents stated that they were working on tax returns and expected to be able to provide all of the necessary income information by the end of July. The Respondents stated that they intended to pay the rent arrears and both indicated they would make significant payments in the near future. The Respondents stated they would have nowhere to go if they were evicted.

The last order (file #15221, filed on October 11, 2016) ordered the payment of rent arrears totalling \$40,127. Since that order was issued, garnishments and several adjustments in rent assessment have resulted in the satisfaction of the order and a credit of \$3,954.19. Rent that has been assessed since the last order totals \$97,585. The Respondents have made payments of \$36,327.51. Taking the credit into consideration, I find current rent arrears of \$58,848.30.

Rent since previous order	\$99,130.00
Rent paid since previous order	(36,327.51)
Credit, garnishment, assessment	<u>(3,954.19)</u>
Current rent arrears	\$58,848.30

I find the Respondents in breach of their obligation to pay rent and their obligation to report the household income, in accordance with the tenancy agreement. The Respondents are also in breach of previous orders to pay the monthly rent on time and to report the household income. In my opinion, there are reasonable grounds to terminate this tenancy agreement and issue an eviction order.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$58,848.30 and terminating the tenancy agreement on July 31, 2023. An eviction order shall become effective on August 1, 2023.

Should the Respondents report the household income in accordance with the tenancy agreement, the Applicant shall reassess the rents and enforce the order accordingly.

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Hal Logsdon  
Rental Officer