

IN THE MATTER between **HNT**, Applicant, and **AE and GM**, 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 **hamlet of Fort Providence in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

AE and GM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 5, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MB, representing the Applicant GM, the Respondent
<u>Date of Decision:</u>	October 5, 2023

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against AE as the Respondent/Tenant was filed by the Rental Office June 1, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail signed for June 27, 2023.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy, and eviction.

A hearing scheduled for August 9, 2023, was postponed at the Applicant's request. A hearing re-scheduled for September 13, 2023, was postponed due to local wildfire evacuations. The hearing was re-scheduled and held October 5, 2023, by three-way teleconference. MB appeared representing the Applicant. GM appeared for the Respondent AE and as a joint tenant to the tenancy agreement.

Preliminary matter

The filed application named AE alone as the Respondent. However, at the hearing both the Applicant and GM confirmed that GM is a joint tenant to the tenancy agreement and should have included as a Respondent in the application. By agreement of all parties, the application was amended to add GM as a Respondent. The style of cause going forward will be HNT v. AE and GM.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing under the Homeownership Entry Level Program (HELP) commencing June 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence by the Applicant represent the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents have been subsidized and are assessed under the HELP guidelines at \$375 per month. Over the last 12 months of the tenancy there are 6 months in which no payments were received. It does appear that reasonable efforts have been made in recent months to pay the rent and arrears. It also appears in the lease balance statement that prior to February 2023 the Respondent were fairly consistent with making regular payments to their rent account, with the last zero balance having been recorded in September 2022.

The Respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. She testified that her spouse had only just returned to work for two weeks, and she had started working part-time. The Respondent committed to making a larger payment towards the arrears next week, when her spouse returns from work, but admitted that it's been challenging recently to make the \$375 payments each month given the fluctuation in their work schedules.

I posited at the hearing, given the Respondents inconsistent income, that perhaps the HELP tenancy was not the right program for them. The Respondent did not seem to understand that their current tenancy agreement is under a different program than the standard subsidized public housing program. I suggested that the Respondents may want to meet with the Applicant's representative to look at what type of tenancy agreement options the Landlord has available to see if there's one that better suits their situation. The Applicant's representative confirmed that she was available to meet with them and could coordinate connecting the Respondents to the District Office, which directly handles assessing for eligible tenancy agreements. The Respondent was encouraged to reach out to the Applicant's representative as soon as possible.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$2,295. That amount represents approximately 5 months' subsidized rent.

Termination of the tenancy and eviction

In light of the Respondents' repeated failure to pay the rent in full when due and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement is justified. However, by agreement with the Applicant's representative and in consideration of the Respondents' commitments to take steps to resolve the issue, I find it appropriate to issue a 6-month conditional termination order. An eviction order is not justified under the circumstances.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$2,295 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy April 30, 2024, unless the rental arrears are paid in full and the monthly subsidized rents for November to April are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer

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Preliminary matter

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The Respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. She testified that her spouse had only just returned to work for two weeks, and she had started working part-time. The Respondent committed to making a larger payment towards the arrears next week, when her spouse returns from work, but admitted that it's been challenging recently to make the \$375 payments each month given the fluctuation in their work schedules.

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I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$2,295. That amount represents approximately 5 months' subsidized rent.

Termination of the tenancy and eviction

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I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$2,295. That amount represents approximately 5 months' subsidized rent.

Termination of the tenancy and eviction

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Termination of the tenancy and eviction

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