

IN THE MATTER between **HNT**, Applicant, and **BK and LP**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **designated authority of Smbaa K'e in the
Northwest Territories.**

BETWEEN:

HNT

Applicant/Landlord

-and-

BK AND LP

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 29, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	GG, representing the Applicant
<u>Date of Decision:</u>	September 3, 2024

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against BK and LP as the Respondent/Tenants was filed by the Rental Office June 24, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Sambaa K'e, Northwest Territories. The filed application was served on the Respondents by registered mail on July 4, 2024.

The Applicant alleged the Respondents have repeatedly failed to pay rent when due and in full and had accumulated rental arrears. An order was sought for the payment of rental arrears, termination of the tenancy, and eviction.

A hearing was scheduled for August 29, 2024, in Yellowknife by three-way teleconference. GG appeared representing the Applicant. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The Respondents were served notice of the hearing by registered mail on July 4, 2024. The hearing proceeded in the Respondents absence pursuant to subsection 80(2) of the Residential Tenancies Act (*Act*). Due to the severity of the application, the hearing was adjourned *Sine Die* to allow the Applicant to provide supporting documents to the claim.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement for subsidized housing under the Homeownership Entry Level Program (HELP) commencing April 1, 2016.

I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Previous orders

Rental Officer Order #10-12396, filed November 4, 2011, required the Respondents to pay future rent on time.

Rental Officer Order #10-14550, filed March 19, 2015, required the Respondents to pay rental arrears in the amount of \$880.00, terminated the tenancy agreement on April 10, 2015 unless the rental arrears and the rent for April 2015 totalling \$1,225.00 was paid in full.

Rental Officer Order # 15469, filed May 9, 2017, required the Respondents to pay rental arrears in the amount of \$4,025.00, pay future rent on time.

Rental Officer Order #16756, filed December 18, 2019, required the Respondents to pay rental arrears in the amount of \$2,667.50 and pay future rent on time, terminated the tenancy agreement on March 31, 2020 unless at least \$600.00 is paid towards the rental arrears and the rents for January, February and March 2020 were paid on time, and evicted the Respondent on April 1, 2020 should the tenancy be terminated.

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 \$375.00 per month.

During the hearing, the Rental Officer questioned the Canada Revenue Agency payments in regards to the tenancy and the previous Rental Officer Orders. The Applicant's representative confirmed Rental Officer Order #15469 and #16756 have been satisfied. Based on this information, the arrears balance on the lease balance statement does not contain any amounts owing for previous Rental Officer Orders.

On August 28, 2024, entered into evidence, was an updated lease balance statement showing the Respondents had not made a payment towards their rent since July 16, 2020. Based on the last payment date, the Respondents missed 49 consecutive payments towards their calculated rent. This equates to the Respondents failing to paying \$18,375.00 of the rent charge since August 1, 2020.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeated failed to pay rent in full when due and have accumulated rental arrears in the amount of \$20,758.96. This amount represents over 55 months of rent.

Termination of tenancy agreement and eviction

Subsection 41(1) of the *Act* states: "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement".

In light of the Respondents' repeated failure to pay the rent in full when due and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction is justified.

Orders

An order will be issued:

- requiring the Respondents to pay the Applicant rental arrears in the amount of \$20,758.96 (p. 41(4)(a));
- terminating the tenancy agreement on October 31, 2024 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on November 1, 2024 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer