

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

BETWEEN:

HNT

Applicant/Landlord

-and-

AP AND CM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 18, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MB, representing the Applicant
	AP, representing the Respondents
<u>Date of Decision:</u>	September 18, 2024

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against AP and CM as the Respondents/Tenants was filed by the Rental Office July 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondents on July 29, 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, pay future rent on time, termination of the tenancy, and eviction.

A hearing was scheduled for September 18, 2024, in Yellowknife by three-way teleconference. MB appeared representing the Applicant. AP appeared and confirmed they would be representing the Respondents. 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 November 3, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Previous orders

Rental Officer Order # 17534, dated May 9th 2022, required the Respondents to pay rental arrears in the amount of \$2,687.50, pay their rent on time in the future, termination of the tenancy agreement on August 31, 2022, unless the rental arrears are paid in full and rents for June, July and August are paid on time, and should the tenancy be terminated the Respondents would be evicted on September 1, 2022.

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. In the 12 months prior to the application, the Respondents missed or underpaid 8 months of the calculated rent.

During the hearing, the Rental Officer questioned as to whether a balance was owed on the previous Rental Officer Order and it was confirmed by the Applicant's representative that Rental Officer Order #17534 had been satisfied on August 31, 2022. Based on this information, the arrears balance on the lease balance statement does not contain any amounts owing for previous Rental Officer Orders and on August 31, 2022, the Respondents' were in good standing on their rent account.

Entered into evidence were associated notes and letters detailing the Respondents arrears. According to an updated statement, the Respondents currently owe \$3,075.50. The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents repeated failed to pay rent in full when due and have accumulated rental arrears in the amount of \$3,075.50. This amount represents over 8 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. As the Applicant has requested the Respondents to pay future rent on time, a conditional termination of the tenancy agreement and eviction would be appropriate.

Order

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$3,075.50 (p.41(4)(a));
- requiring the Respondents to pay future rent on time (p.41(4)(b));
- terminating the tenancy agreement on December 31, 2024, unless the rental arrears are paid in full and the monthly subsidized rents for October to December 2024 are paid in full. (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises on January 1, 2025, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer