

IN THE MATTER between **NTHC**, Applicant, and **B.K.**, Respondent.

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,

BETWEEN:

NTHC

Applicant/Landlord

-and-

B.K.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 29, 2016
<u>Place of the Hearing:</u>	Tulita, Northwest Territories
<u>Appearances at Hearing:</u>	S.B.Y., representing the applicant B.K., respondent
<u>Date of Decision:</u>	June 29, 2016

REASONS FOR DECISION

An application to a rental officer made by THA as the applicant/landlord against B.K. and L.S. as the respondents/tenants was filed by the Rental Office March 21, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The applicant personally served a copy of the filed application on the respondents March 29, 2016.

The applicant alleged the respondents had repeatedly failed to pay their rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears and termination of the tenancy agreement.

A hearing was scheduled for June 29, 2016, in Tulita, Northwest Territories. The rental officer appeared by telephone. Ms. S.B.Y. appeared representing the applicant. Ms. B.K. appeared as respondent and on behalf of Mr. L.S. as respondent.

Preliminary matters

The application to a rental officer identified the landlord as THA. The written tenancy agreement identified the landlord as NTHC with THA as its agent. The parties agreed the landlord should appropriately be identified as the NTHC.

The application to a rental officer identified the tenants as B.K. and L.S.. A written tenancy agreement dated August 2, 2013, named and was signed by both Ms. K. and Mr. S., effecting a joint tenancy agreement. The subsequent written tenancy agreement dated April 1, 2014, named both Ms. K. and Mr. S. as tenants, but was only signed by Ms. K.. Mr. S. cannot be held accountable for a tenancy agreement he did not sign. As such, the tenancy agreement dated April 1, 2014, is effectively a sole tenancy with Ms. K., rendering her alone accountable to the tenancy since that date. Mr. S. was inaccurately identified as a respondent/tenant in the application to a rental officer.

As a consequence of the above findings, the style of cause in this matter going forward will be NTHC as the applicant/landlord and B.K. as the respondent/tenant.

Previous orders

Rental Officer Order Number 20-12332 dated October 21, 2011, was issued against B.K. regarding a previous tenancy having no bearing on the current tenancy.

Tenancy agreement

The parties agreed and evidence was presented establishing a sole tenancy agreement between them for subsidized public housing commencing April 1, 2014. I am satisfied a valid tenancy agreement is in place between them for subsidized public housing in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The tenant ledger cards and lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. The respondent did not dispute the accuracy of the accounting. I am satisfied the documents accurately represent the respondent's rent account.

Between August 2015 and May 2016, the respondent had made no payments against her rent account. All rents have been assessed subsidies based on reported household income. Since hiring the respondent's common-law husband at the landlord's agent's office in May 2016, three substantive payments have been made against the respondent's rent account. The respondent testified that she is currently a casual worker and recently started a six-week full-time position. She is also anticipating full-time employment at a local store, with which she hopes to be able to reduce her rental arrears and meet her monthly rent obligations.

I find the respondent has repeatedly failed to comply with her obligation to pay the full amount of her rent when due. I find the respondent has accumulated rental arrears in the amount of \$2,370.

Termination of the tenancy agreement and eviction

The applicant's representative was receptive to a conditional termination and eviction order dependent on whether or not the respondent paid the rental arrears in full and the monthly rents on time. The respondent understood the applicant's request.

Based on the respondent's repeated failure to pay her rent and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. In consideration of the applicant's request, I am satisfied conditional termination of the tenancy agreement and eviction is reasonable under the circumstances.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$2,370; to pay her rent on time in the future; terminating her tenancy agreement September 30, 2016, unless the rental arrears are paid in full and the monthly rents for July, August, and September are paid on time; and evicting the respondent from the rental premises October 1, 2016, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer