

IN THE MATTER between **NTHC**, Applicant, and **J.T.**, 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-

J.T.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 13, 2016
<u>Place of the Hearing:</u>	Fort Simpson, Northwest Territories
<u>Appearances at Hearing:</u>	H.G., representing the applicant J.T., respondent
<u>Date of Decision:</u>	July 19, 2016

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against J.T. and K.T. as the respondents/tenants was filed by the Rental Office March 3, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for March 22, 2016.

The applicant alleged the respondents had failed to comply with a rental officer order, had failed to pay their monthly rent on time, and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 13, 2016, in Fort Simpson, Northwest Territories. The rental officer appeared by telephone. Ms. H.G. appeared representing the applicant. Ms. J.T. appeared as respondent. Mr. K.T. was served notice of the hearing by registered mail signed for June 3, 2016. Mr. Tsetso did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

The application to a rental officer identified both J.T. and K.T. as tenants. The current written tenancy agreement identifies J.T. as the sole tenant. Ms. Tsetso confirmed that the common-law relationship with Mr. Tsetso ended prior to the commencement of her sole tenancy and he does not reside with her. I am satisfied that the inclusion of Mr. Tsetso in this application is inappropriate as he is not a party to the tenancy agreement in question. As such, the style of cause will be amended going forward to identify J.T. as the sole respondent/tenant.

Previous orders

Rental Officer Order Number 10-14765 dated August 10, 2015, was issued against both J.T. and K.T. as joint tenants and required them to pay rental arrears in the amount of \$13,616.74.

Tenancy agreement

The parties agreed and evidence was presented establishing a tenancy agreement between the applicant and J.T. for subsidized public housing commencing June 1, 2015. I am satisfied a valid tenancy agreement is in place between them in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence by the applicant represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. The respondent did not dispute either the monthly assessed rents or that she was carrying rental arrears, but she did dispute whether or not all payments she has made have been properly recorded.

Two statements were provided, one for the current sole tenancy and the other for the previous joint tenancy. Several payments made by the respondent through on-line money transfers had been applied against the previous joint tenancy rather than her current sole tenancy. Although some of the payments were intended for the previous joint tenancy, the respondent disputed that all of them were. She further argued that it looked like there were some payments she made that were not reflected on either of the statements.

The respondent agreed to provide her bank statements indicating the on-line money transfers she has made. The respondent and applicant's representative agreed to work together to determine which payments should be applied to which account, and amend the lease balance statements accordingly. The hearing was adjourned *sine die* pending receipt by me of the bank statements and amended lease balance statements.

I reviewed and reconciled the statements upon receipt. While the lease balance statement was more appropriately amended, it still overlooked two on-line money transfer payments made by the respondent: \$290 on July 3, 2015, and \$400 on August 14, 2015. I have amended the statement accordingly.

I find the respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears as of June 15, 2016, in the amount of \$5,460.

Termination of the tenancy agreement and eviction

The applicant's representative withdrew the request for termination of the tenancy agreement and eviction at hearing.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$5,460 and to pay her rent on time in the future.

Adelle Guigon
Rental Officer