

IN THE MATTER between **NTHC**, Applicant, and **H.N. and D.D.**, 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,

BETWEEN:

NTHC

Applicant/Landlord

-and-

H.N. and D.D.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 3, 2016

Place of the Hearing: Fort Simpson, Northwest Territories

Appearances at Hearing: K.K., representing the applicant

Date of Decision: August 3, 2016

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against H.N. and D.D. as the respondents/tenants was filed by the Rental Office May 18, 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 June 24, 2016.

The applicant alleged the respondents have been repeatedly late paying rent and have accumulated rental arrears. An order was sought for payment of rental arrears, for future rent to be paid on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 3, 2016, in Fort Simpson, Northwest Territories. The rental officer appeared by telephone. Ms. K.K. appeared representing the applicant. Ms. H.N. and Mr. D.D. were served notices of attendance by registered mail deemed served July 21, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither Ms. N. nor Mr. D. appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing two separate residential tenancy agreements for subsidized public housing. The first was a joint tenancy agreement entered into by both respondents commencing March 9, 2015. The joint tenancy agreement ended March 31, 2016, when a new sole tenancy agreement was entered into with Ms. N. alone. Since filing of the application to a rental officer, Ms. N. ended her sole tenancy by vacating the rental premises by the end of July 2016. Thus the requests to pay future rent on time, to terminate the tenancy agreement, and to evict the respondent are moot, and the applicant's representative withdrew those requests. I am satisfied that both tenancy agreements were valid and made in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respective joint and sole tenancy rent accounts. The statement for the joint tenancy rent account included charges for repairs of tenant damages in the total amount of \$308.38 for which no evidence was presented. The applicant's representative agreed this amount should be deducted from the joint tenancy statement balance so as to reflect the balance owing for rental arrears alone. I am satisfied both statements, as amended, accurately reflect the status of each rent account.

I find the respondents jointly responsible for rental arrears in the amount of \$241. I find the respondent H.N. solely responsible for rental arrears in the amount of \$320. An order will issue accordingly.

Adelle Guigon
Rental Officer