IN THE MATTER between **NTHC**, Applicant, and **PM and AM**, 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-

PM and AM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **September 27, 2016**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **RB, representing the applicant**
PM, respondent

Date of Decision: **September 27, 2016**

REASONS FOR DECISION

An application to a rental officer made by YDFNHD on behalf of the NTHC as the applicant/landlord against PM and AM as the respondents/tenants was filed by the Rental Office July 8, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Dettah, Northwest Territories. The applicant sent a copy of the filed application to the respondents by email deemed received July 17, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had accumulated rental arrears and sought an order for payment of the rental arrears, that future rent be paid on time, and conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for September 27, 2016, in Yellowknife, Northwest Territories. Ms. RB appeared representing the applicant. Ms. PM appeared as respondent. Mr. AM was served notice of the hearing by email deemed received September 12, 2016. Mr. AM did not appear at hearing. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between them for subsidized public housing commencing July 1, 2011. The applicant's representative confirmed that AM ceased occupying the rental premises January 1, 2016, although the joint tenancy agreement did not formally end until June 28, 2016, when a sole tenancy agreement with PM was entered into. I am satisfied a valid joint tenancy agreement was in place between the parties in accordance with the Act.

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Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments made against the respondents' joint tenancy rent account. All rents have been assessed subsidies based on reported household income. Rents have only been charged to the joint rent account up to and including for December 2015. Payments against the joint rent account have been received since AM ceased occupancy, the last payment being recorded March 29, 2016, in the amount of $450.

There is charge included in the lease balance statement for repairing a broken window in the amount of $370.50 from July 2012. However, the only supporting evidence presented for this damage is an invoice. There was no claim for damages in the application to a rental officer. As such, it would be unfair to expect the respondents to have prepared a defence or otherwise be prepared to speak to the claim for costs of repairs. The charge of $370.50 was deducted from the balance owing in the statement.

The respondent did not dispute the accuracy of the accounting in the lease balance statement. I am satisfied the statement, less the costs of repairs, accurately reflects the current status of the respondents' joint rent account. I am satisfied the respondents repeatedly failed to pay the full amount of their rent when due. I find the respondents jointly liable for rental arrears in the amount of $18,289.04.

Termination of the tenancy agreement and eviction

As the joint tenancy in question ended June 28, 2016, the applicant's request for an order that future rent be paid on time and for conditional termination of the tenancy agreement and eviction is unnecessary.

Orders

An order will issue requiring the respondents to pay rental arrears in the amount of $18,289.04.

Adelle Guigon
Rental Officer