

IN THE MATTER between **NTHC**, Applicant, and **JC**, 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-

**JC**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 13, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CS, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>December 13, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against JC and BB as the respondents/tenants was filed by the Rental Office September 26, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served the respondents by registered mail signed for October 14, 2016.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 13, 2016, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. Mr. CS appeared representing the applicant. Ms. JC and Mr. BB were sent notices of the hearing by registered mail deemed served November 29, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Neither respondent appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the Act.

*Preliminary matter*

The applicant's representative confirmed at hearing that the joint tenancy agreement between the parties ended July 31, 2016. Additionally, the claims for costs of repairs and rental arrears were specific to the joint tenancy and were previously considered under Rental Officer Order Number 10-14905. As the respondent BB is not a tenant under the tenancy agreement for which the current application was made, the applicant's representative withdrew BB's name as a respondent/tenant from the current application to a rental officer file number 15373. The application will be amended accordingly and the style of cause going forward will refer to JC as the sole respondent/tenant.

*Tenancy agreement*

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 1, 2016. I am satisfied a valid tenancy agreement is in place between the parties 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 respondent's rent account. All rents have been assessed subsidies based on reported household income. Schedule A to the tenancy agreement specifies the monthly assessed rent is due the first of each month. Although the respondent has paid her rent every month within the month it is due, it has consistently been paid between the 18<sup>th</sup> and 26<sup>th</sup> of the month; technically she has been repeatedly late paying her rent, although not to any serious or substantial degree. The respondent does not carry any rental arrears under her sole tenancy.

In recognition of the minority of the respondent's breach, the applicant's representative withdrew the applicant's request to terminate the tenancy agreement and evict the tenant, requesting simply an order that future rent be paid on time. I am satisfied this is an appropriate resolution to the matter.

*Order*

An order will issue requiring the respondent to pay her rent on time in the future.

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Adelle Guigon  
Rental Officer