

IN THE MATTER between **NTHC**, Applicant, and **DD and AT**, 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-

**DD and AT**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 18, 2017</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 AT, respondent DD, respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 18, 2017</b>

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against DD and AT as the respondents/tenants was filed by the Rental Office February 24, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondents by registered mail signed for March 17, 2017.

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 the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 18, 2017, in Fort Smith, Northwest Territories. The Rental Officer appeared by telephone. CS appeared representing the applicant. AT and DD appeared as respondents.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing November 12, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Repairs*

The request for costs of repairs was withdrawn as the claim has apparently been resolved.

#### *Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondents' rent account. All rents have been subsidized and are currently assessed at \$365 per month. Of the 18 months of the tenancy, no payments or insufficient payments were received for 11 of the months.

The respondent AT testified that there was no dispute either of the accuracy of the landlord's accounting or of the amount of rental arrears claimed. The respondent explained that he had experienced some medical issues which interfered with paying full attention to his rental obligations. The respondent made a commitment to pay his future rent in full and on time, and to pay an additional \$100 per month towards the rental arrears.

The applicant's representative was receptive to establishing a minimum monthly payment plan into an order to pay the rental arrears, and agreed to withdraw the applicant's request for termination of the tenancy agreement and eviction.

I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$1,197.50.

#### *Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$1,197.50 in minimum monthly installments of \$100 starting in May 2017 and each month thereafter until the rental arrears are paid in full; and
- requiring the respondents to pay their rent on time in the future.

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Adelle Guigon  
Rental Officer