

IN THE MATTER between **NTHC**, Applicant, and **CP and MP**, 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-

**CP and MP**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 18, 2017

**Place of the Hearing:** Fort Smith, Northwest Territories

**Appearances at Hearing:** CS, representing the applicant  
MP, respondent

**Date of Decision:** April 18, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against CP and MP as the respondents/tenants was filed by the Rental Office February 24, 2017. The application was made regarding a 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 27, 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. MP appeared as respondent and on behalf of CP.

#### *Preliminary matters*

The application to a rental officer identified the respondents as CP and MP. The written tenancy agreement spells the respondents last names as [P]. The respondent confirmed the correct spelling of their last name is as reflected in the written tenancy agreement. The parties agreed the application to a rental officer should be amended to reflect the correct spelling of the respondents' last name. The application to a rental officer will be so amended, and the style of cause going forward will identify the respondents as CP and MP.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for a market rental unit commencing November 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Security deposit*

The lease balance statements entered into evidence include entries regarding the respondents' security deposit. The security deposit required amounted to \$1,280, of which \$386.46 was paid on October 28, 2016, \$253.54 was paid on November 4, 2016, and \$500 was paid on January

27, 2017. This leaves a balance owing for the security deposit in the amount of \$140.

The respondent did not dispute the accuracy of the landlord's accounting of the security deposit arrears, acknowledging and taking responsibility for the debt.

I find the respondents have failed to comply with their obligation to pay the full security deposit within three months of the commencement of the tenancy agreement. I find the respondents have security deposit arrears in the amount of \$140.

#### *Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly rent and payments received against the respondents' rent account. The rent was established at \$1,280 per month. The last payments received against the rent account were recorded: March 29, 2017, in the amount of \$500 and October 28, 2016, in the amount of \$1,280.

The respondent did not dispute either the accuracy of the landlord's accounting or the amount of rental arrears claimed, acknowledging the debt and accepting responsibility for it. The respondent testified that they just don't have the money to pay the rent, being seniors on a limited budget. In addition to the financial difficulties there are medical issues contributing to the difficulties.

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 their rent and have accumulated rental arrears in the amount of \$5,900.

#### *Termination of the tenancy agreement and eviction*

It appears that the market rental tenancy agreement was meant to be a temporary housing solution until other issues interfering with the respondents' eligibility for subsidized housing were resolved. It was believed that arrangements had been made to ensure the market rent and utilities were paid, but those arrangements apparently fell through. There continues to be delays in resolving the subsidized housing eligibility issues which appear to be related to communications issues from both parties with respect to what documentation is required.

The applicant's representative confirmed there were extenuating circumstances as described around this tenancy, clarifying that the landlord has yet to receive the necessary documents

from the respondents in order to finalize assessment of the respondents eligibility for subsidized housing.

In consideration of the extenuating circumstances surrounding this tenancy and the possible resolution which may be forthcoming upon receipt of the necessary documents from the respondents to the landlord, I am not satisfied termination of the tenancy agreement and eviction are yet justified. The applicant's request for orders to terminate the tenancy agreement and for eviction are denied.

*Orders*

An order will issue:

- requiring the respondents to pay security deposit arrears in the amount of \$140; and
- requiring the respondents to pay rental arrears in the amount of \$5,900.

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Adelle Guigon  
Rental Officer