

IN THE MATTER between **NTHC**, Applicant, and **EK and LN**, 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-

**EK and LN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 10, 2017

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

**Appearances at Hearing:** EF, representing the applicant  
EK, respondent

**Date of Decision:** August 10, 2017

**REASONS FOR DECISION**

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against EK as the respondent/tenant was filed by the Rental Office May 15, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was sent to the respondent by registered mail deemed served May 31, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

On August 3, 2017, the applicant requested to amend the application to add LN as a respondent/tenant with EK. The application was so amended and the applicant personally served another copy of the filed application on the respondents August 4, 2017.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to pay costs for a call-out. An order was sought for payment of the rental arrears, payment of costs for the call-out, termination of the tenancy agreement, eviction, and compensation for use and occupation.

A hearing was scheduled for August 10, 2017, by three-way teleconference. EF appeared representing the applicant. EK appeared as respondent and on behalf of LN.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between them for subsidized public housing commencing March 1, 2017. I am satisfied a valid tenancy agreement is in place 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 received against the respondents' rent account. All rents have been subsidized. The rents for March to June 2017 were assessed at \$1,155 per month. The rents since July are assessed at \$555 per month. No payments were received in April and May 2017, and insufficient payments were received in March, June, July, and August 2017.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging their debt and accepting responsibility for it. The respondent explained that LN has started working full time and she is starting work next week. As a result, the respondent was able to commit to paying \$1,000 next pay day and \$500 per month in addition to the rent every month.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$5,505.42.

### *Call-out charge*

The applicant had originally applied for payment of \$50 for a call-out when EK locked herself out of her rental premises. EK has occupied the same rental premises as a sole tenant since May 21, 2015, until entering into the joint tenancy agreement with LN effective March 1, 2017. The call-out occurred August 28, 2016. The respondent made a payment of \$60 on September 20, 2016, which was recorded on her rent account as "TD Pay Cash payment on account". The invoice for the call-out was generated on October 4, 2016. There is no evidence of any prior outstanding damages or call-out invoices to suggest the \$60 payment was made against, therefore I must conclude that the \$60 payment was made against the anticipated invoice for the August 28<sup>th</sup> call-out. I am not satisfied that the respondent has any outstanding arrears for either damages or call-outs.

*Termination of the tenancy agreement and eviction*

In light of the respondents' repeated failure to pay their rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction will be conditional on the respondents paying at least \$1,500 towards their rental arrears and paying their future rent on time.

*Orders*

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$5,505.42;
- requiring the respondents to pay their rent on time in the future;
- terminating the tenancy agreement November 30, 2017, unless at least \$1,500 is paid towards the rental arrears and the rents for September, October, and November are paid on time; and
- evicting the respondents from the rental premises December 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer