

IN THE MATTER between **NTHC**, Applicant, and **SM and WB**, 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-

**SM and WB**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 28, 2018</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 SM, respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 28, 2018</b>

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against SM and WB as the respondents/tenants was filed by the Rental Office June 30, 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 July 27, 2017.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to pay the security deposit in full. An order was sought for payment of the outstanding security deposit, payment of rental arrears, termination of the tenancy agreement, and eviction.

Hearings were previously scheduled for September 12, November 7, and November 29, 2017, which were postponed at the request of the respondent twice and the applicant once. The hearing was re-scheduled to February 28, 2018, in Fort Smith, peremptory on both the applicant and respondent. The Rental Officer appeared by telephone. CS appeared representing the applicant. SM appeared as respondent and on behalf of WB.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing July 28, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

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 \$160 per month. Either insufficient payments or no payments were received in six of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. The parties agreed that the respondents have made good efforts since the application was filed to resolve their debt and make their rent payments in full when due. As a result, the applicant's representative agreed to withdraw the 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 their rent when due, and have accumulated rental arrears in the amount of \$160.02.

*Security deposit*

At the time the application to a rental officer was made, \$250 of the \$1,000 security deposit remained outstanding. That balance was cleared by July 28, 2017. There is currently no outstanding security deposit for this tenancy.

*Orders*

An order will issue requiring the respondents to pay rental arrears in the amount of \$160.02 and requiring the respondents to pay their future rent on time.

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Adelle Guigon  
Rental Officer