

IN THE MATTER between **NTHC**, Applicant, and **TB and JO**, 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-

**TB and JO**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 7, 2018

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

**Appearances at Hearing:** MU, representing the applicant

**Date of Decision:** March 7, 2018

**REASONS FOR DECISION**

An application to a rental officer made by FRHA on behalf of the NTHC as the applicant/landlord against TB and JO as the respondents/tenants was filed by the Rental Office November 20, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was sent to the respondents by registered mail deemed served December 15, 2017, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears and payment of future rent on time.

A hearing was scheduled for March 7, 2018, in Fort Resolution. The Rental Officer appeared by telephone. MU appeared representing the applicant. TB and JO were sent notice of the hearing by registered mail deemed served December 15, 2017, pursuant to subsection 71(5) of the Act. Neither a phone number nor an email address was provided in the application for the respondents. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the Act.

*Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 1, 2017. The joint tenancy agreement appears to have ended when a sole tenancy agreement with TB was entered into effective September 18, 2017. The applicant's representative confirmed that JO had stopped living with TB by that date, and that he did not provide a forwarding address. I am satisfied that a valid tenancy agreement was 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 received against the respondents' rent account. All rents have been subsidized and were last assessed under the joint tenancy at \$1,230 per month.

I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account under the joint tenancy agreement. I find the respondents have repeatedly failed to pay rent in full and have accumulated rental arrears in the amount of \$2,728. Given that the joint tenancy ended in September 2017, an order for payment of future rent on time is unnecessary.

*Order*

An order will issue requiring the respondents to pay rental arrears in the amount of \$2,728.

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Adelle Guigon  
Rental Officer