

IN THE MATTER between **NTHC**, Applicant, and **KS and SF**, 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-

**KS and SF**

Respondents/Tenants

**REASONS FOR DECISION**

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| <b><u>Date of the Hearing:</u></b>    | <b>October 3, 2018</b>                 |
| <b><u>Place of the Hearing:</u></b>   | <b>Whati, Northwest Territories</b>    |
| <b><u>Appearances at Hearing:</u></b> | <b>KAF, representing the Applicant</b> |
| <b><u>Date of Decision:</u></b>       | <b>October 20, 2018</b>                |

### **REASONS FOR DECISION**

An application to a rental officer made by WHA on behalf of the NTHC as the Applicant/Landlord against KS and SF as the Respondents/Tenants was filed by the Rental Office July 27, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Whati, Northwest Territories. The filed application was personally served on the Respondents September 19, 2018.

The Applicant alleged the Respondents had accumulated rental arrears and sought an order for payment of the rental arrears.

A hearing was scheduled for October 3, 2018, in Whati. The Rental Officer appeared by telephone. KAF appeared representing the Applicant. KS and SF were personally served with notice of the hearing September 19, 2018. Neither of the Respondents appeared at the hearing, nor did anyone appear their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The Applicant's representative testified and evidence was presented establishing a joint residential tenancy agreement between the Applicant and the Respondents for subsidized housing under the Applicant's Homeownership Entry Level Program (HELP) commencing April 1, 2014. The Applicant's representative testified that the joint tenancy agreement ended June 30, 2018, and a new sole tenancy agreement with SF for subsidized housing under the HELP was entered into commencing July 1, 2018. I am satisfied that the joint tenancy agreement was in place in accordance with the Act and that the sole tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order Number 15376 issued January 11, 2017, required the Respondents under the joint tenancy agreement to pay rental arrears in the amount of \$7,162, and terminated the tenancy agreement April 30, 2017, unless at least \$2,000 was paid towards the rental arrears and the rents for February, March, and April were paid on time. The rental arrears were paid in full through garnishments by October 1, 2018. Despite the failure to make the ordered payments, the Applicant did not have the termination of the tenancy agreement enforced, effectively re-instating the joint tenancy agreement as of May 1, 2017.

*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 accounts. All rents throughout both the joint and sole tenancies have been subsidized and were last assessed and are currently assessed at \$375 per month. No payments have been received against either rent account since December 2017. All payments recorded against the rent accounts since December 2017 have been garnishments applied against Rental Officer Order Number 15376.

I am satisfied the lease balance statements accurately reflect the current status of the Respondents' rent accounts. I find the Respondents jointly responsible for rental arrears accumulated as of June 30, 2018, in the amount of \$3,225.11. I find the Respondent SF solely responsible for rental arrears accumulated between July 1 and October 3, 2018, in the amount of \$1,500.

*Orders*

An order will issue:

- requiring the Respondents KS and SF to pay rental arrears in the amount of \$3,225.11;
- requiring the Respondent SF to pay rental arrears in the amount of \$1,500; and
- requiring the Respondent SF to pay rent on time in the future.

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Adelle Guigon  
Rental Officer