

IN THE MATTER between **NTHC**, Applicant, and **KF and DW**, 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-

KF and DW

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 5, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DA, representing the Applicant MZ, representing the Applicant EN, representing the Applicant KF, Respondent
<u>Date of Decision:</u>	December 5, 2018

REASONS FOR DECISION

An application to a rental officer made by NTHC as the Applicant/Landlord against KF and DW as the Respondents/Tenants was filed by the Rental Office October 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Wekweeti, Northwest Territories. The filed application was personally served on the Respondents November 1, 2018.

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, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 5, 2018, by three-way teleconference. DA, MZ, and EN appeared representing the Applicant. KF appeared as Respondent. DW was personally served the notice of the hearing at his last known address (that being the rental premises) by serving KF November 1, 2018. DW has not been in Wekweeti and has not been in contact with KF for several months. KF did not know where DW was until just before this hearing, when she heard that he may be in Gameti living with his mother. Being satisfied that efforts to notify DW of the application and this hearing have been made in accordance with the *Residential Tenancies Act* (the Act), the hearing proceeded in DW's absence pursuant to subsection 80(2) of the Act.

Tenancy agreement

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between the parties for subsidized housing under the Applicant's Homeownership Entry Level Program (HELP) commencing March 2, 2010. 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 and are currently assessed at \$375 per month. Either insufficient payments or no payments were received in 11 of the last 12 months of the tenancy.

KF did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting joint responsibility for it. She testified that she had been attending school in another community for a period last year during which DW had assured her that the rent was being paid and things were taken care of. When she returned home from school, DW unexpectedly left her and their children. KF testified that she is trying to deal with the consequences of DW's departure, and wants to have the rental arrears paid in full, but maintains the debt should be shared by both herself and DW.

The Applicant's representative testified that efforts to discuss options with KF were only recently successful. They are correct in their assessment that under a joint tenancy agreement the named tenants are equally and severally responsible for the debts incurred during the tenancy, regardless of whether or not either one of those tenants is still living at the rental premises, and that any division of those debts is for the tenants to decide themselves.

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 rent when due and have accumulated rental arrears in the amount of \$4,780, which represents approximately 13 months' subsidized rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent in full when due and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. KF testified that she is now working full time and, regardless of whether or not DW contributes to paying down the debt and how much harder it makes things for her to pay the debt without his help, she believes she could have the rental arrears paid in full by the end of April while paying the subsidized rents on time each month. The Applicant's representative was agreeable to conditional termination and eviction orders dependent on the rental arrears being paid in full by the end of April 2019 and future rent being paid on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$4,780 (p. 41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2019, unless the rental arrears are paid in full and the rents for January, February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer