

IN THE MATTER between **NTHC**, Applicant, and **FM and DM**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**FM and DM**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 22, 2019

**Place of the Hearing:** Fort Simpson, NT

**Appearances at Hearing:** KK representing the Applicant  
DM representing the Respondents

**Date of Decision:** January 22, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against FM and DM as the Respondents/Tenants was filed by the Rental Office on November 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail, signed for on December 10, 2018.

The Applicant claimed that the Respondents had failed to pay rent on time and had not complied with a repayment plan agreement. An order was sought for payment of rental arrears, to pay rent on time in the future, termination of the tenancy agreement and eviction.

A hearing was scheduled for January 22, 2019, in Fort Simpson. Janice Laycock, Deputy Rental Officer appeared by telephone. KK appeared representing the Applicant. DM appeared representing the Respondents. When asked, she confirmed that she was also representing FM at this meeting.

#### *Tenancy Agreement*

The Applicant's representative testified and evidence was presented establishing a joint tenancy agreement between the parties commencing on January 4, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental Arrears*

The Lease Balance Statement provided by the Applicant and entered into evidence represents the accounting of monthly assessed rents and payments received. The Statement dated January 21, 2019 for the period January 04, 2016 to January 21, 2019 shows that the total rental arrears are \$9,605.00. Based on the NTHC's Rent Scale, the Respondents have been charged maximum rent of \$1,625.00 a month since July of 2016. Prior to that their subsidized rent was \$610.00 a month. Although they have regularly made payments these have not been for the full amount assessed, ranging from \$305.00 to \$610.00 to \$1,000.

According to an "Agreement to Pay Rental Arrears Current Tenants" dated January 30, 2017, signed by both tenants and entered into evidence, the Respondents agreed to make additional monthly payments of \$2,000.00 a month towards their arrears commencing in February 2017. At this time their arrears totalled \$7, 410.00. Despite this agreement, only partial payments of the arrears were made and in many months full rent was not paid. By January 2019 the rental arrears have risen to \$9,605.00.

In her testimony the Respondent said that they were struggling to make their payments because of the high cost of living. Although no testimony was presented that the assessment of rent was unfair, I would encourage the Respondents to consider a reassessment (based on current income) if they feel this is justified. In her testimony the Applicant indicated a willingness to work with the Respondents on their rental arrears and enter into a "Last Chance Agreement".

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondents' rental account. I find that the Respondents have repeatedly failed to pay their rent when due and have accumulated rental arrears in the amount of \$9,605.00.

#### *Termination and Eviction*

Considering that the Applicant and Respondent both testified at the hearing they are willing to work together to come to an agreement on the repayment of the rental arrears and because the terms of that agreement have not yet been worked out, I am not convinced that ordering termination and eviction, even on a conditional basis, is helpful at this time. At the hearing it was made clear to the Respondent by the Deputy Rental Officer that further non-payment of rent and rental arrears could very well result in another application for termination and eviction.

*Orders*

An order will be issued:

- requiring the Respondents to pay to the Applicant rent owing in the amount of \$9,605.00 (p. 41(4)(a)); and
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b)).

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Janice Laycock  
Deputy Rental Officer