

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>January 10, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AH, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 10, 2019</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 November 19, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent to the Respondents by registered mail at their last known address and deemed served December 14, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents had repeatedly failed to pay rent, had failed to comply with a rental officer order to pay future rent on time, had accumulated rental arrears, and had failed to report household income. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 10, 2019, in Fort Smith. The Rental Officer appeared by telephone. AH appeared representing the Applicant. SM and WB were sent notices of the hearing with the filed application to a rental officer by registered mail. The Rental Officer contacted SM by telephone January 6, 2019, reminding her that the information package was waiting for pick up at the local post office. SM said she would go pick up the package from the post office. SM was informed that should she and/or WB fail to appear at the hearing that it could proceed and a decision could be made in their absence. She indicated her understanding. The notices of attendance were deemed served by registered mail December 14, 2018. Neither of the Respondents appeared at the hearing, nor did anyone appear on the Respondents' behalf. The Applicant's representative confirmed that they were not aware of WB's forwarding address, and had been told by SM that she did not know where he was either. Being satisfied that the Respondents were served at their last known address in accordance with the Act, 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 two residential tenancy agreements for subsidized public housing. A joint tenancy agreement with both Respondents commenced July 28, 2016. On December 13, 2018, SM provided satisfactory documentation to the Applicant establishing that the Respondents were no longer in a relationship, that WB had been forcibly removed from the rental premises by the RCMP on or before October 17, 2018, and that WB was no longer living at the rental premises. The Applicant agreed to remove WB as a tenant retroactively, effectively ending the joint tenancy agreement October 16, 2018, and commencing a sole tenancy with SM October 17, 2018. I am satisfied that a valid joint tenancy agreement was in place until October 16, 2018, and that a sole tenancy agreement is in place since October 17, 2018, in accordance with the Act.

*Previous order*

Rental Officer Order Number 15697 issued February 28, 2018, required the Respondents to pay rental arrears under the joint tenancy agreement in the amount of \$160.02, and required the Respondents to pay their future rent under the joint tenancy agreement on time.

*Rental arrears and reporting of household income*

The lease balance statements entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the Respondents' respective joint and sole tenancy agreement rent accounts.

Joint tenancy

The Applicant's representative testified that although they had received SM's income report for the 2017 calendar year as required under section 6 of the written tenancy agreement, they have not receive WB's income report. Consequently, the maximum monthly rent of \$1,625 was charged for July 1<sup>st</sup> to October 17<sup>th</sup>. The last zero balance on the joint tenancy rent account was recorded May 27, 2018, which is also the last time a payment was received. The total accumulated rental arrears under the joint tenancy agreement amounted to \$5,766.

The Applicant's representative and I agreed that it would be unfair to hold SM accountable for the entire amount of rental arrears accumulated under the joint tenancy agreement when she in fact complied with the obligation to report her income. The Applicant's representative proposed to hold SM accountable for a subsidized rent amount of \$160 per month and hold WB accountable for the remainder of the unsubsidized rent amount of \$1,465. I accepted this proposal as reasonable under the circumstances.

I am satisfied that the lease balance statements accurately reflect the current status of the Respondents' joint tenancy agreement rent account. I find SM liable for rental arrears accumulated during the joint tenancy in the amount of \$568. I find WB liable for rental arrears accumulated during the joint tenancy in the amount of \$5,198.

#### Sole tenancy

All rents under the sole tenancy agreement have been subsidized and are currently assessed at \$160 per month. No payments have been received in the four months of the sole tenancy.

I am satisfied the lease balance statements accurately reflect the current status of SM's sole tenancy agreement rent account. I find SM has repeatedly failed to pay the rent and has accumulated rental arrears in the amount of \$552, which represents approximately four months' subsidized rent.

#### *Repairs*

The Applicant's representative testified and provided evidence of significant damages caused to the bathroom door during the joint tenancy. The entry inspection report confirms that the bathroom door was in good condition when the Respondents moved in. The Applicant claimed costs to repair the damages in the amount of \$143.59.

I am satisfied the Respondents are jointly responsible for the damages caused to the bathroom door. I find the Respondents jointly liable to the Applicant for the costs of repairs in the amount of \$143.59.

*Termination of the tenancy agreement and eviction*

Given that the joint tenancy agreement has already been terminated by the commencement of the sole tenancy agreement, consideration of justification for termination and eviction will be made in regards to the sole tenancy agreement only.

In light of the Respondent SM's repeated failure to pay the rent and the amount of subsidized rental arrears under the sole tenancy agreement, I am satisfied that termination of the sole tenancy agreement and eviction are justified. However, the Applicant's representative agreed that under the circumstances conditional termination and eviction orders would be appropriate, dependent on the Respondent paying the sole tenancy rental arrears in full and paying future rent on time.

*Orders*

An order will issue:

- requiring SM to pay joint tenancy rental arrears in the amount of \$568 (p. 41(4)(a));
- requiring WB to pay joint tenancy rental arrears in the amount of \$5,198 (p. 41(4)(a));
- requiring SM and WB to pay costs of repairs in the amount of \$143.59 (p. 42(3)(e));
- requiring SM to pay sole tenancy rental arrears in the amount of \$552 (p. 41(4)(a));
- requiring SM to pay sole tenancy subsidized rents on time in the future (p. 41(4)(b));
- terminating SM's sole tenancy agreement April 30, 2019, unless the rental arrears of \$552 are paid in full and the subsidized rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting SM from the rental premises May 1, 2019, if the termination of the sole tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

---

Adelle Guigon  
Rental Officer