

IN THE MATTER between **NTHC**, Applicant, and **BE and PE**, 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-

**BE and PE**

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 BE and PE 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 served on the Respondents by registered mail signed for December 12, 2018.

The Applicant alleged the Respondents had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of the rental arrears and payment of the costs for repairs.

A hearing was scheduled for January 10, 2019, in Fort Smith. The Rental Officer appeared by telephone. AH appeared representing the applicant. BE and PE were served with notice of the hearing by registered mail signed for December 12, 2018. The respondents did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's 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 residential tenancy agreement between the parties for subsidized public housing commencing January 1, 2018. The Respondents vacated the rental premises, ending the tenancy effective October 24, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order Numbered 15975 and 15976 was issued May 16, 2018, regarding a joint tenancy agreement at the time between the Applicant and PE, BE, and PaE. That order required the three Tenants to jointly pay rental arrears in the amount of \$2,070, which represented the outstanding subsidized rents for February, March, April, and May. The order also required the three Tenants to pay future rent on time, to pay cost of repairs and cleaning in the amount of \$2,819.12, terminated the tenancy agreement August 31, 2018 unless the rental arrears were paid in full and the rents for June, July, and August were paid on time, and evicted the Respondents from the rental premises September 1, 2018, if the termination of the tenancy agreement became effective.

The Respondents BE and PE signed a new joint tenancy agreement apparently on January 23, 2018, for a joint tenancy to commence January 1, 2018, which effectively ended the joint tenancy agreement that included PaE on December 31, 2018. This new joint tenancy agreement was neither entered into evidence nor referenced at the hearing in May 2018 regarding the application file numbers 15975 and 15976. Therefore, the change in the tenancy agreement was not recognized at that time.

*Rental arrears*

The lease balance statements entered into evidence represent the Landlord's accounting of the monthly assessed rents and payments received against the current Respondent's rent account (i.e. since January 1, 2018). All rents have been subsidized and were last assessed at \$890 per month. Either insufficient payments or no payments were received in nine of the 10 months of the tenancy.

I am satisfied the Lease balance statements accurately reflect the current status of the Respondents' rent account. I find the Respondents have accumulated rental arrears in the amount of \$5,459. This amount represents approximately eight months' subsidized rent.

*Repairs*

The Applicant claimed costs associated with replacing a bent curtain rod. No evidence was presented of any bent curtain rods being documented at the rental premises during the exit inspection. The Applicant's claim of \$64.30 for costs to replace a bent curtain rod are denied.

*Order*

Given that Rental Officer Order Numbered 15975 and 15976 remains enforceable against the current Respondents and includes an accounting of rental arrears accumulated during a period that included their new tenancy agreement, an order will issue for the Respondents to pay the rental arrears that have accumulated since the last rental officer order was issued, which amounts to \$3,419.

---

Adelle Guigon  
Rental Officer