

IN THE MATTER between **NTHC**, Applicant, and **DS**, Respondent.

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-

**DS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 10, 2019

**Place of the Hearing:** Fort Simpson, Northwest Territories

**Appearances at Hearing:** KK, representing the Applicant

**Date of Decision:** April 10, 2019

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against DS as the Respondent/Tenant was filed by the Rental Office December 12, 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 February 14, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears.

A hearing scheduled for February 7, 2019, was cancelled due to the Applicant's failure to prove service of the filed application and notice of the hearing on the Respondent prior to the hearing date. The hearing was re-scheduled to April 10, 2019, in Fort Simpson. The Rental Officer appeared by telephone. KK appeared representing the Applicant. DS was served notice of the hearing by registered mail signed for April 1, 2019. The Respondent 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*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 23, 2017. The tenancy agreement was for a joint tenancy with DS and CS. The Applicant's representative testified that CS had vacated the rental premises in May. DS had subsequently abandoned the rental premises in response to a previous rental officer order, and the Applicant re-claimed possession as of July 31, 2018. I'm satisfied a valid tenancy agreement was in place in accordance with the Act.

*Previous order*

Rental Officer Order Number 15902 issued April 4, 2018, against DS and CS required the joint tenants to pay rental arrears in the amount of \$2,467; required the joint tenants to pay future rent on time; terminated the tenancy agreement July 31, 2018, unless the rental arrears were paid in full and monthly subsidized rents for May, June, and July were paid on time; and evicted the respondents from the rental premises August 1, 2018, if the termination of the tenancy agreement became effective.

*Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and were last assessed at \$80 per month. The last payment received against the rent account was recorded April 17, 2018, in the amount of \$274.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has failed to pay rent and has failed to comply with a rental officer order to pay future rent on time. I find the Respondent has rental arrears in the amount of \$2,593 of which \$126 has accumulated since the last rental officer order was issued. Rental Officer Order Number 15902 remains enforceable.

*Order*

An order will issue requiring the Respondent to pay rental arrears accumulated since the last rental officer order was issued in the amount of \$126.

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Adelle Guigon  
Rental Officer