

IN THE MATTER between **NTHC**, Applicant, and **BT**, 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-

BT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 22, 2019

Place of the Hearing: Deline, Northwest Territories

Appearances at Hearing: MH, representing the Applicant
AE, representing the Applicant
BT, Respondent

Date of Decision: May 22, 2019

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against BT as the Respondent/Tenant was filed by the Rental Office April 17, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent April 25, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of future rent on time, payment for costs of repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 22, 2019, in Deline. MH and AE appeared representing the Applicant. BT appeared as Respondent.

Tenancy agreement

Evidence was presented establishing a joint tenancy agreement between the Applicant and BT and Ernest Joseph Takazo commencing September 20, 2016. I am satisfied a valid joint tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Two previous rental officer orders were issued regarding previous joint and sole tenancy agreements involving the Respondent. Neither order was regarding the current joint tenancy agreement.

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 are currently assessed at \$555 per month.

Deducting all amounts related to the rent accounts for the previous tenancy agreements from the lease balance statement results in a small credit balance in the Respondent's favour. Consequently, while there have been months during the current tenancy when rent was not paid in full when due, the Respondent does not in fact have rental arrears under the current tenancy agreement.

I am satisfied the Respondent has failed to comply with their obligation to pay the rent in full when due. I am not satisfied the Respondent has accumulated rental arrears under the current tenancy agreement.

Damages

Although a claim was made by the Applicant in the application form, no evidence of either damages or costs of repairs were entered into evidence. The Applicant's claim for costs of repairs is denied.

Termination of the tenancy agreement and eviction

Given that the Respondent does not in fact carry rental arrears under the current tenancy despite a pattern of failing to pay the full amount of rent when due having been established, I am not satisfied termination of the tenancy agreement and eviction are justified. Even if I had found justification for the requested termination and eviction orders I would not have entertained those requests under this application because the joint tenant Ernest Joseph Takazo was not included as a respondent under the application.

Order

An order will issue requiring the Respondent to pay rent on time in the future.

Adelle Guigon
Rental Officer