

IN THE MATTER between **NTHC**, Applicant, and **RS and NG**, 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-

**RS and NG**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 16, 2019

**Place of the Hearing:** Hay River, Northwest Territories

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

**Date of Decision:** July 16, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the Northwest Territories as the Applicant/Landlord against RS and NG as the Respondents/Tenants was filed by the Rental Office May 28, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondents by registered mail deemed served June 19, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondents had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental arrears.

A hearing was scheduled for July 16, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. RS and NG were served notices of the hearing by registered mail deemed served June 19, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' 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 April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous order*

Rental Officer Order Number 15821 issued January 23, 2018, required the Respondents to pay rental arrears in the amount of \$365, required the Respondents to pay rent on time in the future, required the Respondents to pay costs of repairs and cleaning in the amount of \$1,270.24, and prohibited the Respondents from causing further damages to the rental premises.

*Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondents' rent account. All rents have been subsidized and are currently assessed at \$610 per month. Insufficient payments were made in five of the last 12 months of the tenancy.

The Applicant's representative testified that the Respondents had recently paid their rental arrears in full and may even have a bit of a credit to their rent account. Consequently, the Applicant's representative withdrew their request for all applied-for remedies except the order to pay future rent on time.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent in full when due. An order will issue requiring the Respondents to pay their rent on time in the future.

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Adelle Guigon  
Rental Officer