

IN THE MATTER between **NTHC**, Applicant, and **SAT and TT**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**SAT AND TT**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 21, 2019

**Place of the Hearing:** Tulita, NT

**Appearances at Hearing:** SD and DY for the Applicant

**Date of Decision:** August 21, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against SA and TT as the Respondents/Tenants was filed by the Rental Office on June 20, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was served on the Respondent by registered mail and signed for on July 26, 2019.

The applicant claimed that the Respondents had rental arrears and an order was sought for payment the arrears.

A hearing was scheduled for August 21, 2019 and both parties were provided notice. Janice Laycock, Deputy Rental Officer appeared by telephone. SD and DY appeared representing the Applicant. No one appeared for the Respondents. The hearing proceeded in their absence as provided for in section 80(2) of the *Residential Tenancies Act*.

#### *Tenancy Agreement*

Evidence was presented establishing a joint tenancy agreement for subsidized public housing between the parties beginning on March 27, 2012 and terminating on April 30, 2019. I am satisfied that a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act*.

Based on testimony during the hearing I understand that a new sole tenancy agreement was entered into with SAT beginning on May 1, 2019, however this agreement was not provided as evidence as it was not the subject of the application.

#### *Rental Arrears*

The Lease Balance Statement entered into evidence shows the balance owed jointly by the Respondents on April 30, 2019 when the joint tenancy was terminated was \$6,465. Also provided as evidence was an updated Lease Balance Statement to August 1, 2019 showing the balance owing on the joint tenancy was \$6,465 as well as payments that had been made since then during the sole tenancy.

This updated statement describes payments made after May 1, 2019 as “rent” or “rent and arrears” and the total payments are slightly more (\$380) than the total rent assessed during the period of the sole tenancy (May 2019 to August 2019). However, it is not entirely clear what payments or portion of payments were meant to be applied to rent for the current sole tenancy and if any payments were to be applied to the outstanding arrears on the previous joint tenancy. The representatives for the Applicant did not have this information, and as the Respondents did not appear at the hearing, it was not possible to determine their wishes.

Without this information it was not possible to reliably allocate payments made by SAT during the period of the sole tenancy to the previous joint tenancy. In the absence of the Respondents at the hearing it would have helped to have separate Lease Balance Statements clearly showing where the payments should be allocated. I encouraged the Applicant to work with the Respondents to determine how current and future payments should be allocated to address the joint arrears.

I am satisfied that the Lease Balance Statement for the joint tenancy agreement between the parties for subsidized public housing accurately reflects the status of the Respondents’ rental account at the end of the joint tenancy. I find that the total rental arrears owed jointly by the Respondents are \$6,465.

#### *Orders*

An order will be issued:

- requiring the Respondents to pay their rental arrears in the amount of \$6,465 (p. 41(4)(a)).

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Janice Laycock  
Deputy Rental Officer