

IN THE MATTER between **NTHC**, Applicant, and **CBW and TK**, 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**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**CBW and TK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**           **October 30, 2019**

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

**Appearances at Hearing:**   **Donna Hansen, representing the Applicant**  
   **Amber Harrington, representing the Applicant**

**Date of Decision:**           **October 30, 2019**

### **REASONS FOR DECISION**

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against CBW and TK as the Respondents/Tenants was filed by the Rental Office August 21, 2019. 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 on October 16, 2019.

The Applicant claimed that the Respondents had rental arrears, owed for tenant damages, and had not reported income in accordance with Section 6 of their tenancy agreement. An order was sought for payment of rental arrears and damages, termination of the tenancy agreement, and eviction. At the hearing the Applicant withdrew their request for termination and eviction and requested that an order be made for payment of rent on time.

A hearing was scheduled for October 30, 2019, and both parties were provided notice of this hearing. Janice Laycock, Rental Officer, appeared by telephone. Amber Harrington and Donna Hansen appeared representing the Applicant. No one appeared for the Respondent.

#### *Tenancy agreement*

Evidence was presented establishing a joint tenancy agreement with CBW and TK for subsidized public housing beginning on October 1, 2016, and continuing month to month until July 16, 2019. A new tenancy agreement was established with CBW alone on July 17, 2019, which continues month to month. I am satisfied that a joint tenancy agreement was in place with both Respondents and that a sole tenancy agreement is now in place with CBW in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statements entered into evidence provide information on charges and payments during the joint tenancy agreement, as well as during the current sole tenancy agreement. According to this information, as of October 18, 2019, all of the rental arrears and tenant damages arrears that accrued during the joint tenancy have now been paid by the Respondents. There are currently rental arrears of \$168.60 owed under the sole tenancy agreement. The Applicant testified that although previous arrears had been paid they continue to have difficulty collecting rent when due.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondents' rental account and find that although considerable attempts to pay off previous arrears have been made that there are still arrears accruing.

*Orders*

An order will be issued requiring CBW to pay rent on time in the future (p. 41(4)(b)).

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Janice Laycock  
Rental Officer