

IN THE MATTER between **NTHC**, Applicant, and **AK and MK**, 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-

**AK and MK**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 14, 2020</b>
<b><u>Place of the Hearing:</u></b>	<b>Tuktoyaktuk, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>LP, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 14, 2020</b>



### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against AK and MK as the Respondents/Tenants was filed by the Rental Office November 6, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondents November 27, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held January 14, 2020, in Tuktoyaktuk. The Rental Officer appeared by telephone. LP appeared representing the Applicant. AK and MK were personally served notices of the hearing November 27, 2019. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The written tenancy agreement for subsidized public housing entered into evidence was dated December 1, 2016, for a fixed-term tenancy starting December 1, 2016, to March 1, 2018. The tenancy automatically renewed as a monthly tenancy on March 1, 2018. The tenancy agreement named both AK and MK as Tenants on its face, however, the document was only signed by AK. Because MK was not present at this hearing, I cannot presume that she accepts joint responsibility for the tenancy agreement. Despite the Applicant's representative's assurance that MK is occupying the rental premises with AK, I cannot be satisfied that MK agreed to the terms of the tenancy agreement as a joint tenant. Consequently, I find a valid sole tenancy agreement for subsidized public housing between the NTHC and AK is in place in accordance with the Act.



### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents were subsidized and last assessed at \$325 per month. No payments were received in seven of the last 11 months of the tenancy.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent when due and has accumulated rental arrears in the amount of \$1,325. That amount represents approximately four months' subsidized rent.

### *Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent when due and the amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent AK paying at least \$100 per month towards the rental arrears and paying his future rent on time.

The Applicant's representative confirmed that the Respondents' income was limited given they are elders, but they have an adult son living with them and it is his income that has caused the increase of the monthly subsidized rent from \$140 to \$325 starting in July 2019. It was for this reason that it was felt only fair to consider the conditional termination and eviction orders based on monthly installments rather than an expectation to have the rental arrears paid in full. It was determined that the \$100 per month towards the rental arrears on top of the monthly subsidized rent would not be unreasonable, particularly if the adult son began contributing to the rent payments.

### *Orders*

An order will issue:

- requiring the Respondent AK to pay rental arrears in the amount of \$1,325 (p. 41(4)(a));
- requiring the Respondent AK to pay rent on time in the future (p. 41(4)(b));



- terminating the tenancy agreement April 30, 2020, unless at least \$100 is paid per month towards the rental arrears and the monthly subsidized rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises May 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer