

IN THE MATTER between **NTHC**, Applicant, and **ME and TE**, 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-

**ME and TE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 5, 2020

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** SD, representing the Applicant  
TE, Respondent

**Date of Decision:** August 13, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against ME and TE as the Respondents/Tenants was filed by the Rental Office February 10, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondents July 8, 2020.

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.

A hearing scheduled to take place on March 26, 2020, was cancelled due to the Applicant's failure to serve the filed application and notice of the hearing on the Respondents prior to that date. The hearing was re-scheduled and held on August 5, 2020, by three-way teleconference. SD appeared representing the Applicant. TE appeared as Respondent and on behalf of ME, who refused to appear at the hearing. At any rate, it was confirmed that ME had been served in accordance with the *Residential Tenancies Act* (the Act), and was aware of the hearing, and as such the hearing proceeded in his absence pursuant to subsection 80(2) of the Act.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 27, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order number 20-15140 issued June 29, 2016, required the Respondents to pay rental arrears in the amount of \$8,655 and to pay future rent on time. Subsequent to this hearing, the Applicant's representative provided a copy of the satisfaction piece filed at the Supreme Court of the Northwest Territories March 15, 2019, confirming that this order had been paid in full.

Rental Officer Order Number 16168 issued September 18, 2018, required the Respondents to pay rental arrears that had accumulated since the last Rental Officer order was issued in the amount of \$830, required the Respondents to pay future rent on time, terminated the tenancy agreement December 31, 2018, unless \$435 was paid towards the rental arrears and the monthly subsidized rents for October, November, and December were paid on time, and eviction on January 1, 2019, if the termination of the tenancy became effective. The Respondents were compliant with the conditions on the termination order rendering the termination and eviction dates ineffective. Subsequent to this hearing, the Applicant's representative provided a copy of the satisfaction piece filed at the Supreme Court of the Northwest Territories August 6, 2020, confirming that this order had been paid in full.

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents have been assessed subsidies based on reported household income. The Respondent's income since July 2019 has been assessed at the maximum economic rent of \$1,445 per month due to their household income exceeding the income threshold to be eligible for rent subsidies. Prior to July 2019, the rent was assessed at \$1,155 per month. Either not enough payments or no payments were made in 15 of the last 24 months since Rental Officer Order Number 16168 was issued.

The lease balance statement continues to include three \$10 charges for NSF fees which have previously been denied as unclaimable by the Landlord. The total of \$30 was deducted from the statement total, resulting in a rental arrears balance of \$21,810.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting joint responsibility for it. TE admitted that ME has not been contributing towards paying the rent or any other household bills, leaving them entirely in her hands. Her sole income is insufficient to maintain the household, but ME apparently has no conscience for the consequences of potentially losing the family home if he continues failing to pay the rent. TE was encouraged to keep in contact with the Landlord about the situation and the status of her relationship with ME as it may relate to the tenancy agreement for her and her children. She understood that until such time as ME moves out of the home, his income must also be assessed towards calculating the rent subsidy and both of them remain equally responsible for the rent.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent in full when due, have failed to comply with a Rental Officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$21,810. That amount represents approximately 16 months' subsidized rent.

*Order*

An order will issue requiring the Respondents to pay rental arrears in the amount of \$21,810.

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Adelle Guigon  
Rental Officer