

IN THE MATTER between **NTHC**, Applicant, and **SM and JS**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

SM and JS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 29, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: FT, representing the Applicant

Date of Decision: October 3, 2020

REASONS FOR DECISION

The Respondents were personally served with notices of attendance on August 26, 2020, but failed to appear at the hearing. The hearing was held in their absence.

The monthly joint tenancy agreement between the parties was made in writing and commenced on July 1, 2019. The premises are subsidized public housing and the current rent, based on the household income, is \$790.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the Respondents to pay the alleged rent arrears, to terminate the tenancy agreement, and for eviction.

The Applicant testified that no notice had been received from the Respondents regarding their inability to pay the rent due to the COVID-19 pandemic.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing of \$2,808.78.

The Applicant personally served a "last chance agreement" on the Respondents on July 21, 2020, seeking a lump sum payment of \$475.38 within five business days and monthly payments of \$500 in addition to the monthly rent until the rent arrears were paid in full. A copy of the document, which was unsigned by the Respondents, was provided in evidence.

A review of the lease balance statement indicates that the lump sum payment was not made on time but that between July 21 and present the Respondents have paid more than the amounts required by the unsigned agreement.

Payments required as per agreement	\$3,055.38
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Payments made since the agreement	\$3,525.00
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In my opinion, termination of the tenancy agreement is unwarranted and the Respondents should simply be ordered to carry on in accordance with the "last change agreement". I find the lease balance statement in order and find the Respondents in breach of their obligation to pay rent. I find the Respondents have accumulated rent arrears of \$2,808.73.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$2,808.73. The arrears shall be paid in monthly installments of \$500 in addition to the monthly rent. The arrears payments shall be payable no later than the last day of every month until the rent arrears are paid in full. The first arrears payment shall be due no later than October 31, 2020. The Respondents are also ordered to pay the monthly rent on time.

Should the Respondents fail to pay the monthly rent on time or pay the ordered arrears payments, the Applicant may file a future application seeking termination of the tenancy agreement and the lump sum payment of any remaining balance.

Hal Logsdon
Rental Officer