

IN THE MATTER between **NTHC**, Applicant, and **TR and LW**, 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-

TR AND LW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 30, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant
LE, representing the Applicant
TR, Respondent

Date of Decision: March 30, 2021

REASONS FOR DECISION

The written joint tenancy agreement between the parties was made for a term commencing on March 16, 2017, and renewed as a monthly agreement. The Applicant holds a security deposit of \$1,149. The premises are subsidized public housing.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance of rent owing as at February 1, 2021, of \$6,160. The Applicant testified that since that date the March rent of \$75 had come due and a payment of \$300 had been made, bringing the balance owing to \$5,935.

The Respondent did not dispute the rent arrears. Ms. R stated that she and Mr. W. had separated, were no longer living together, and were not on good terms. She stated that she had requested Mr. W.'s name be removed from the tenancy agreement but had been advised that this could only be done if the rent was paid in full. Ms. R stated that she could pay the monthly rent, currently \$75, plus an additional \$150 each month.

I find the ledger in order and I find rent arrears in the amount of \$5,935. In my opinion, termination of the tenancy agreement is not justified at this time. Ms. R has recently shown her intention to pay the monthly rent and address the rent arrears. An order to pay the rent arrears will enable the Applicant to collect some of the arrears from Mr Williah, as it is apparent that some of the arrears were based on his income before the separation.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$5,935 and to pay future rent on time.

Hal Logsdon
Rental Officer