

IN THE MATTER between **NTHC**, Applicant, and **JS and DB**, 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-

JS and DB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 20, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MU, representing the Applicant
JS, Respondent
DB, Respondent

Date of Decision: April 20, 2021

REASONS FOR DECISION

The parties entered into a written monthly tenancy agreement commencing on July 23, 2016. 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 and to pay the monthly rent on time in the future. A request for termination of the tenancy agreement was withdrawn by the Applicant.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing in the amount of \$7,070.

The Respondents did not dispute the allegations and agreed to pay the monthly rent plus an additional \$200 per month until the rent arrears were paid in full. The Applicant agreed with the arrangement.

I find the Respondents in breach of their obligation to pay the full amount of the rent and find rent arrears in the amount of \$7,070. An order shall issue requiring the Respondents to pay the monthly assessed rent on the first day of every month and to pay an additional \$200 toward the rent arrears on or before the last day of that month. The first payment of arrears shall be due no later than May 31, 2021.

Should the Respondents fail to pay the monthly rent on time or fail to pay the arrears in accordance with this order, the Applicant may file an application to rescind this order and order the lump sum payment of the remaining rent arrears and termination of the tenancy agreement.

Hal Logsdon
Rental Officer