

IN THE MATTER between **NTHC**, Applicant, and **MG and EJ**, 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-

MG and EJ

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 14, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DD, representing the Applicant RV, representing the Applicant MG, Respondent EJ, Respondent
<u>Date of Decision:</u>	December 14, 2021

REASONS FOR DECISION

The parties entered into a monthly tenancy agreement commencing on February 1, 2019. The premises are subsidized public housing.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to repair damages and by failing to pay the full amount of rent. The Applicant repaired the premises and charged the Respondents for the repair costs. The Respondents were served with a termination notice. No application was filed.

On September 13, 2019, the Respondents signed an agreement promising to pay the rent arrears and repair costs through monthly payments of \$100 per month plus the monthly rent until the rent arrears and repair costs were paid in full. The Applicant alleged that the agreement had been breached on numerous occasions.

The application was filed on November 10, 2021, seeking payment of rent arrears of \$4,380, payment of repair costs of \$6,209.86, termination of the tenancy agreement, and eviction. The Applicant provided a lease balance statement, invoices and work orders for the repairs, inspection reports, and photographs in evidence.

The Respondents did not dispute the repair costs or the rent arrears but noted that they were unemployed and found it difficult to meet their rent obligations due to medical expenses for their child.

The lease balance statement indicates that although the repayment agreement was breached on a number of occasions, the balance owing had remained much the same until July 2021 when the rent was increased from \$80 per month to \$610 per month and the Respondents ceased payments altogether. The Respondents stated that they had been unemployed throughout 2019 and 2020, and the only additional income came from the Canadian Emergency Response Benefit (CERB).

The Applicant stated that the current rent policy permitted a review of income and possible rent assessment in cases where CERB was received by a tenant. The Applicant suggested that a reassessment might result in a retroactive adjustment, lowering the amount of arrears and making it easier for the Respondents to meet their debt obligation. The Applicant withdrew their request to terminate the tenancy agreement in favour of an order to report the current household income in accordance with the tenancy agreement.

In my opinion, this is a reasonable order which may allow the assessment of a more manageable rent, structured payment of the arrears, and continuation of the tenancy.

I find the Respondents in breach of their obligation to pay rent and their obligation to pay the costs to repair damages caused by their negligence. An order shall issue requiring the Respondents to report the household income in accordance with the tenancy agreement and to pay the monthly assessed rent on time. Should the Respondents fail to pay the current rent or fail to pay the rent arrears and repair costs as agreed, the Applicant may file another application seeking the termination of the tenancy and full payment of any balance owing.

Hal Logsdon
Rental Officer