

IN THE MATTER between **N.T.H.C.**, Applicant, and **A.S. and J.S.**, 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, regarding a rental
premises located within the **hamlet of Fort Resolution in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

A.S. AND J.S.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 7, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: M.U., representing the Applicant

A.S., Respondent

J.S., Respondent

Date of Decision: February 7, 2023

REASONS FOR DECISION

A term joint tenancy agreement between the parties commenced on October 23, 2019 and was renewed as a monthly agreement at expiry. The premises are subsidized public housing. J.S. stated that his first name as noted on the application was incorrect and requested a correction. The order shall reflect his first name as noted on the tenancy agreement.

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 and terminating the tenancy agreement. The Application was filed on January 4, 2023 and the matter was set for hearing on February 7, 2023.

The Applicant provided a lease balance statement in evidence that indicated a balance of rent owing in the amount of \$2,205.46. The ledger indicates that the rent account has been in arrears since August 1, 2022. The monthly rent is currently assessed at \$345. A previous order (file #17113) filed on January 25, 2021 has been satisfied.

The Respondents did not dispute the allegation but stated they have had no employment income since August 2022. The Applicant outlined a process whereby the Respondents could request a review of their rent assessment. I note that the rent was reassessed in July 2022 resulting in a significantly higher assessment. It appears a review of the current assessment may be warranted and I suggest the Respondents take action to initiate that process.

Notwithstanding the current rent assessment, I find the statement in order and find rent arrears of \$2,205.46. The Respondents suggested a payment plan and the Applicant did not object.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$2,205.46 in monthly installments of no less than \$100, payable no later than the last business day of every month until the rent arrears are paid in full. The first payment of arrears shall be due no later than February 28, 2023. The Respondents are also ordered to pay the monthly assessed rent each month in accordance with the tenancy agreement.

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

Hal Logsdon
Rental Officer