

IN THE MATTER between **NTHC**, Applicant, and **JH**, Respondent.

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 **Adelle Guigon**, Rental Officer, regarding a  
rental premises located within the **hamlet of Tulita in the Northwest Territories**;

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**JH**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 16, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>DW, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>March 16, 2023</b>

## **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against JH as the Respondent/Tenant was filed by the Rental Office February 2, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent March 6, 2023.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had caused damages to the rental premises, and had failed to pay the costs of repairs in a timely manner. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy, and eviction.

A hearing was held March 16, 2023, by three-way teleconference. DW appeared representing the Applicant. JH was personally served with notice of the hearing March 6, 2023. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

### **Tenancy agreement**

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### **Rental arrears**

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rent and payments received against the Respondent's rent account. All rents have been subsidized based on reported household income. Over the last 24 months of this tenancy there are 16 months in which not enough was paid to cover the subsidized rent amounts.

It is important to note that prior to March 2021 the Respondent and his brother RH were the only occupants of the rental premises and their combined income resulted in an assessed subsidized rent of \$70 per month. In March 2021, the Respondent's nephew AH moved in. The nephew's income resulted in a substantial increase to the assessed rent subsidy to \$790 per month for the period from March 2021 to June 2022. As of July 2022, the combined household income resulted in a slight decrease of the assessed rent subsidy to \$555 per month.

In effect, the Respondent's nephew's failure to contribute to paying his uncle's rent is the source of the accumulated debt the Respondent faces. Despite the nephew's income being the reason for the increased subsidized rent, the Respondent is the sole Tenant to the tenancy agreement and as such he is the one who is responsible to the Landlord for making sure the subsidized rent is being paid in full and on time each month.

The Applicant's representative confirmed that she has spoken with both the Respondent and the Respondent's nephew about this matter. She is confident they both understand that while the Respondent is responsible for the tenancy, the Respondent's nephew must help pay the rent if he wants to continue living with his uncle and to avoid all of them losing their home entirely.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent in full when due and has accumulated rental arrears in the amount of \$7,043.31. That amount represents approximately 12 months' subsidized rent.

### **Repairs**

The Applicant provided work orders establishing that a bedroom window had been broken in October 2021. The Applicant's representative testified to speaking with the Respondent and the Respondent's nephew about this issue as well, and they acknowledged that the Respondent's other nephew had broken the window when he was visiting them. The Respondent had accepted responsibility for the damages.

The window was temporarily repaired in October 2021 and the final repair and installation of the bedroom window and frame was completed in June 2022. The Tenant was invoiced \$304.44 for the temporary repair and \$2,071.20 for the final repairs. I am satisfied the claims for costs of repairs are in order and reasonable.

I find the Respondent responsible for the damages to the bedroom window and frame. After applying a payment of \$47.50 that was recorded on November 4, 2022, I find the Respondent liable to the Applicant for costs of repairs in the remaining amount of \$2,328.14.

### **Termination of the tenancy and eviction**

Given the Respondent's repeatedly failure to pay the rent in full and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, given the impact of the Respondent's nephew's occupancy directly contributing to the rental arrears, the Applicant's representative agreed that a conditional termination order would be appropriate and would likely serve to motivate the Respondent and his nephew to work together to resolve the debt and ensure the full rent is paid on time each month.

## **Orders**

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$7,043.31 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay the costs of repairs in the amount of \$2,328.14 (p. 42(3)(e));
- terminating the tenancy agreement July 31, 2023, unless the rental arrears are paid in full and the monthly subsidized rents for April, May, June, and July are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises August 1, 2023, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer