

IN THE MATTER between **H.N.T.**, Applicant, and **N.T. and L.K.**, 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 **community of Deline in the Northwest Territories**.

BETWEEN:

H.N.T.

Applicant/Landlord

-and-

N.T. AND L.K.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 1, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	D.T., representing the Applicant
	N.T., Respondent
<u>Date of Decision:</u>	August 1, 2023

REASONS FOR DECISION

The joint tenancy agreement between the parties was made in writing and commenced on November 16, 2017. The premises are subsidized public housing. The Applicant holds a security deposit of \$1,445.

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, terminating the tenancy agreement, and evicting the Respondents.

The Applicant provided a lease balance statement in evidence indicating a balance owing as of July 1, 2023 in the amount of \$2,777.33. The Applicant testified that since that date, the August rent of \$325 had come due, bringing the balance owing to \$3,102.33. Included in that amount is the balance for a call-out charge to unlock the door to the premises for the Respondents in the amount of \$54.83.

The Respondents did not dispute the allegations and stated that they have recently finished school and started working and would be able to pay the monthly rent plus another \$200/month in order to retire the debt. The Applicant accepted the repayment offer and withdrew the request to terminate the tenancy agreement in favour of an order to pay the balance in installments of \$200/month and to pay the monthly rent on time.

I find the lease balance statement in order and find the Respondents in breach of their obligation to pay rent and to pay the balance of the call-out charges. I find rent arrears of \$3,047.50 and outstanding call-out charges of \$54.83.

An order shall issue requiring the Respondents to pay the rent arrears and call-out charges totalling \$3,102.33 in monthly payments of no less than \$200 due no later than the last business day of every month until the rent arrears and call-out charges have been paid in full. The first payment shall be due no later than August 31, 2023. The Respondents shall also be ordered to pay the monthly assessed rent on time.

Should the Respondents fail to pay the rent arrears and call out charges in accordance with this order, the Applicant may file an application to rescind this order and order the full lump sum balance of the debt and termination of the tenancy agreement.

Hal Logsdon
Rental Officer