

IN THE MATTER between **IDC**, Applicant, and **A.K. and J.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 **Adelle Guigon**, Rental Officer,

BETWEEN:

IDC

Applicant/Landlord

-and-

A.K. and J.K.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 18, 2016

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: T.G., representing the applicant

Date of Decision: August 18, 2016

REASONS FOR DECISION

An application to a rental officer made by IDC as the applicant/landlord against A.K. and J.K. as the respondents/tenants was filed by the Rental Office June 3, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondents June 13, 2016.

The applicant alleged the respondents had repeatedly failed to pay the full amount of their rent on time, had failed to comply with their obligation to pay for electricity, and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 18, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Ms. T.G. appeared representing the applicant. Ms. A.K. and Mr. J.K. were served with notices of attendance by registered mail signed for August 4, 2016. Neither Ms. K. nor Mr. K. appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a tenancy agreement between the parties commencing April 1, 2016. The respondents had in fact been occupying the rental premises continuously since June 1, 2013, under a sole tenancy agreement between the applicant's sister company, TDC and A.K.. Ownership of the rental premises was transferred from TDC to the applicant on March 13, 2016, and a new joint tenancy agreement was entered into between the applicant and respondents. I am satisfied a valid tenancy agreement is in place between the applicant and respondents in accordance with the Act.

Rental arrears

Section 5 of the written tenancy agreement specifies the monthly rent is due and payable on or before the first day of each month. The applicant's representative testified and provided evidence establishing that the respondents have been repeatedly late paying the full amount of their monthly rent throughout their tenancy and are currently carrying rental arrears. I am satisfied the respondents have repeatedly failed to pay the full amount of their rent when due. I find the respondents have repeatedly failed to comply with their obligation to pay their rent. I find the respondents have accumulated rental arrears in the amount of \$572.53.

Utilities

Section 5 of the written tenancy agreement specifies the respondents are responsible for the electricity to the rental premises. The applicant's representative testified and provided evidence establishing that the respondents did not have the electricity account transferred to their names until July 26, 2016. As a result, the electricity bills for May and June were charged to the applicant. The applicant charged these bills back to the respondent. The amount owing for May is \$357.74 and for June is \$323.57, totalling \$681.31.

I am satisfied the respondents are responsible for the electricity account. I am satisfied the respondents did not transfer the account to their names until July 26, 2016. I am satisfied the applicant suffered the costs for electricity to the rental premises for May and June. I find the respondents have failed to comply with their obligation to pay utility bills. I find the respondents liable to the applicant for losses suffered in the total amount of \$681.31.

Termination of the tenancy agreement and eviction

Although the amount of rental arrears is not substantial, the respondents' repeated failure to pay their rent on time is a substantial breach of their obligations.

Rental Officer Order #20-14355 dated November 14, 2014, was made regarding a tenancy agreement between TDC and A.K. for the same rental premises under the current tenancy agreement. At that hearing the rental officer found Ms. K. had repeatedly failed to pay her rent and had accumulated substantial rental arrears, justifying termination of the tenancy agreement effective November 30, 2014. The termination order was not enforced by TDC.

The applicant's representative to the current application suggested the rental officer's previous findings against the respondent establishes a historical pattern of behaviour by the respondents which has continued into the current tenancy agreement and from which future behaviour can be expected. The applicant's representative has very little confidence in the respondents' ability to comply with their obligation to pay their rent when due and in full.

In light of the pattern of behaviour already established under the current tenancy agreement, I am inclined to agree with the applicant's representative that, in combination with the historical pattern of behaviour, it is likely the respondents will continue failing to pay the full amount of their rent when due. As a consequence, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue requiring the respondents to pay rental arrears and utilities in the total amount of \$1,253.84; terminating their tenancy agreement September 30, 2016; evicting the respondents from the rental premises October 1, 2016; and requiring the respondents to compensate the applicant for use and occupation of the rental premises in the amount of \$41.10 for each day they remain in the rental premises after September 30, 2016.

Adelle Guigon
Rental Officer