

IN THE MATTER between **ARELP**, Applicant, and **DK and VK**, 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:

ARELP

Applicant/Landlord

-and-

DK and VK

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 2, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BD, representing the applicant DK, respondent VK, respondent
<u>Date of Decision:</u>	November 2, 2016

REASONS FOR DECISION

An application to a rental officer made by ARELP as the applicant/landlord against DK and VK as the respondents/tenants was filed by the Rental Office August 24, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The applicant sent a copy of the filed application to the respondents by registered mail deemed served September 15, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents had repeatedly failed to pay their rent 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 November 2, 2016, by three-way teleconference. Mr. BD appeared representing the applicant. Mr. DK and Ms. VK appeared as respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing March 1, 2015. The monthly rent was set at \$1,000 due the first of each month. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The client aged detail entered into evidence represents the landlord's accounting of monthly rents and payments made against the respondents' rent account. It supports the landlord's claim that the respondents have repeatedly failed to pay their rent. The applicant's representative testified that the current rental arrears have accumulated to \$8,650.

The respondents did not dispute the applicant's accounting of rental arrears, acknowledging their failure to pay their rent and accepting responsibility for their debt. They testified to having difficulties this year, but that they are both working now and issues with child tax benefits payments have been resolved. They agreed with the applicant's representatives that previous promises to resolve their rental arrears have fallen through.

I am satisfied the respondents have repeatedly failed to pay their rent. I find the respondents have accumulated rental arrears in the amount of \$8,650.

Termination of the tenancy agreement and eviction

In consideration of the respondents' repeated and unreasonable failure to pay their rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. Although the applicant is unwilling to carry the respondents' debt for any further significant length of time, the parties agreed to giving the respondents one more chance to resolve their arrears in full and pay their future rent on time in the form of conditional termination and eviction. I am satisfied conditional termination and eviction as proposed is appropriate in the circumstances.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$8,650; requiring the respondents to pay their rent on time in the future; terminating the tenancy agreement February 28, 2017, unless the rental arrears are paid in full and the rents for December, January, and February are paid on time; and evicting the respondents from the rental premises March 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer