

IN THE MATTER between **DC and DC**, Applicants, and **KR and IZ**, 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:

DC and DC

Applicants/Landlords

-and-

KR and IZ

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 27, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the applicant IZ, respondent KR, respondent
<u>Date of Decision:</u>	September 27, 2016

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of DC and DC as the applicants/landlords against KR and IZ as the respondents/tenants. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on IZ September 2, 2016, and served KR by email deemed received September 24, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the regulations).

The applicant alleged the respondents had repeatedly failed to pay their rent and have accumulated rental arrears. An order was sought for payment of rental arrears, that future rent be paid on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 27, 2016, in Yellowknife, Northwest Territories. Ms. PS appeared representing the applicant. Ms. KR and Mr. IZ appeared as respondents.

Preliminary matters

The application to a rental officer and the written tenancy agreement differed in the spelling of the respondent KR's last name. The respondent confirmed at hearing that the correct spelling is as reflected on the written tenancy agreement. The style of cause will reflect the respondent's name as KR.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing April 1, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The parties agreed and evidence was presented establishing rental arrears in the amount of \$2,900. This amount represents approximately 1.18 months' rent. The parties agreed this is an improvement from when the application was first filed. I am satisfied the respondents have been repeatedly late paying their rent and I find they have accumulated rental arrears in the amount of \$2,900.

Utilities

The parties agreed and evidence was presented establishing that the respondents had accumulated arrears with their utilities providers. Sections 22 and 23 specify the tenants are responsible for electricity, water, telephone, Internet, cable, and propane heat. I am satisfied the respondents have failed to comply with their obligation to pay their utilities bills.

Termination of the tenancy agreement and eviction

The respondents testified to financial difficulties arising from employment issues. They provided evidence of the efforts they have made to resolve their financial difficulties, including payments against both their rental arrears and their utilities arrears. Their employment prospects have improved. They have begun receiving employment insurance payments. They have entered into repayment plans with some of their utilities providers. They are in the processes of securing a debt consolidation loan with Primerica. And they are now receiving Income Assistance benefits. They have also participated in a budgeting course.

While there does appear to be justification for termination of the tenancy agreement and eviction, the applicant's representative agreed that under the circumstances conditional termination and eviction would be appropriate dependent on the respondents paying their rent on time, paying the rental arrears in full, and ensuring their utilities are paid as required. I am satisfied a lengthy conditional termination and eviction order as described is appropriate under the circumstances.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$2,900; requiring the respondents to pay their rent on time in the future; requiring the respondents to comply with their obligation to pay their utilities as required under their tenancy agreement; terminating the tenancy agreement March 31, 2017, unless the rental arrears are paid in full, the rents for October 2016 to March 2017 are paid on time, and the utilities are paid as required; and evicting the respondents from the rental premises April 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer