

IN THE MATTER between **RB**, Applicant, and **PM and FS**, 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:

RB

Applicant/Landlord

-and-

PM and FS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 25, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RB, representing the applicant
FS, respondent
PM, respondent

Date of Decision: April 25, 2017

REASONS FOR DECISION

An application to a rental officer made by RB as the applicant/landlord against PM and FS as the respondents/tenants was filed by the Rental Office March 1, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondents March 5, 2017.

The applicant alleged the respondents had repeatedly failed to pay the full amount of rent when due, have accumulated rental arrears, have caused disturbances, and have failed to pay utilities. An order was sought for payment of rental arrears, payment of future rent on time, compliance with the obligation to pay utilities, compliance with the obligation not to cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 25, 2017, in Yellowknife, Northwest Territories. RB appeared as applicant. PM and FS appeared as respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing November 20, 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 accumulated to date in the amount of \$2,775. The monthly rent was established at \$1,850. The ledger provided by the landlord indicates the rent for June, July, and August 2016, and February 2017 were not paid in full or on time. The respondents have made repeated successful efforts to resolve their arrears, which currently represent the rent for April and part of March 2017.

I find the respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$2,775.

Disturbances

The parties agreed and evidence was presented establishing four periods of disturbances occurring between March and November 2016. Two additional reported disturbances could not be attributed to either the respondents or persons the respondents permitted in the residential complex as they occurred in the common areas by unidentified parties. It was further agreed that since November 2016 there have been no further disturbances. The nature of the agreed-upon disturbances included smoking in the rental premises, having parties, and fights requiring the attendance of the RCMP. The applicant requested that the recent good behaviour continue and that no further disturbances occur. The respondents agreed to this request and committed to complying.

I am satisfied the respondents had repeatedly caused the described disturbances and I find that by doing so they failed to comply with their obligation not to cause disturbances.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay their rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant proposed a lengthy conditional termination order in light of the respondent's recent successful efforts to resolve the rental arrears and other issues, and their commitment to pay their future rent on time. I am satisfied the requested conditional termination and eviction are reasonable under the circumstances.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$2,775;
- requiring the respondents to pay their future rent on time;

- requiring the respondents to comply with their obligation not to cause disturbances and not to cause disturbances again;
- terminating the tenancy agreement October 31, 2017, unless the rental arrears are paid in full and the rents for May to October are paid on time; and
- evicting the respondents from the rental premises November 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer