

IN THE MATTER between **NPRLP**, Applicant, and **IR and GB**, 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:

NPRLP

Applicant/Landlord

-and-

IR and GB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 8, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant CDL, representing the applicant FY, representing the applicant GB, respondent
<u>Date of Decision:</u>	June 8, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against IR and GB as the respondents/tenants was filed by the Rental Office March 9, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondents by registered mail signed for March 22, 2017.

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

A hearing was scheduled for June 8, 2017, in Yellowknife, Northwest Territories. BL, CDL, and FY appeared representing the applicant. GB appeared as respondent and on behalf of IR.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing May 1, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 10-14938 dated December 11, 2015, required the respondents to pay rental arrears in the amount of \$3,543.50, terminated the tenancy agreement December 31, 2015, and evicted the respondents January 1, 2016. The applicant decided against enforcing the termination and eviction orders, permitting the tenancy to continue uninterrupted when the respondents had successfully paid the rental arrears in full by the end of January 2016.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents, late payment penalties, and payments made against the respondents' rent account. The rent was established at \$1,440 per month. The late payment penalties have been calculated in accordance with the Act. The last two payments received against the respondents' rent account were recorded May 29, 2017, in the amount of \$6,000 and January 20, 2017, in the amount of \$500.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. GB explained that IR had been laid off from work in the spring of 2015 and then got sick, making it difficult for them to meet their financial obligations. IR started working full time about a month ago, and the respondents have sold their truck to pay their debts. The respondents had applied for assistance through the Homelessness Assistance Fund, but at the time they were not eligible; they intend to apply again subsequent to this hearing. The respondent committed to having the rents paid on time and the rental arrears paid in full by the end of the summer.

I am satisfied the resident ledgers accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$6,889.25.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated 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. The applicant's representatives agreed to the conditional termination and eviction dependent on the respondents paying their rent on time and paying the rental arrears in full. I am satisfied this proposal is a reasonable compromise.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$6,889.25;
- requiring the respondents to pay their rent on time in the future;
- terminating the tenancy agreement August 31, 2017, unless the rental arrears are paid in full and the rents for July and August are paid on time; and
- evicting the respondents from the rental premises September 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer