

IN THE MATTER between **NPRLP**, Applicant, and **NS and TM**, Respondent.

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-

NS and TM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 8, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BL, representing the applicant
CDL, representing the applicant
FY, representing the applicant
NS, respondent
TM, respondent

Date of Decision: June 8, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against NS and TM 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 April 3, 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. NS and TM appeared as respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing July 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 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 \$1,365 per month. The late payment penalties have been calculated in accordance with the Act. The last four payments received against the rent account were recorded: May 5, 2017, in the amount of \$600; March 24, 2017, in the amount of \$600; March 10, 2017, in the amount of \$500; and February 6, 2017, in the amount of \$450.

The respondents did not dispute the accuracy of the landlord's accounting, acknowledging their accumulated debt and accepting responsibility for it. The respondents explained that as of August 2016 TM had been the sole income earner in the household, making paying the rent in full difficult. NS anticipates beginning full time shortly, and he has recently filed nine years worth of tax returns from which he expects a substantial refund by the end of July 2017. From that refund, the respondents expect to be able to pay their arrears in full, and have made a commitment to prioritize the rent to ensure it gets paid in full each month.

I am satisfied the resident ledger accurately reflects the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of their rent when due and have accumulated rental arrears in the amount of \$7,189.

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. However, with the agreement of the applicant and respondents, and in consideration of the respondents' above stated commitments to pay the rental arrears in full and their rents on time, I am satisfied the termination and eviction should be conditional on the respondents' successful payments to resolve their rental arrears balance.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$7,189;
- requiring the respondents to pay their rent on time in the future;
- terminating the tenancy agreement July 31, 2017, unless the rental arrears are paid in full and the rent for July is paid on time; and
- evicting the respondents from the rental premises August 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer