

IN THE MATTER between **LH and RH**, Applicant, and **ED**, 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:

LH and RH

Applicants/Landlords

-and-

ED

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 28, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the applicant
CF, representing the applicant

Date of Decision: June 28, 2017

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of LH and RH as the applicants/landlords against ED as the respondent/tenant was filed by the Rental Office March 28, 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 respondent by email deemed received April 7, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicants alleged the respondent had failed to pay the security deposit and had failed to pay the utilities. An order was sought for payment of the security deposit, payment of utilities, and termination of the tenancy agreement.

A hearing was scheduled for June 28, 2017, in Yellowknife, Northwest Territories. PS and CF appeared representing the applicant. ED was served notice of the hearing by email deemed received June 15, 2017. The respondent did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing July 10, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Payment of rent

The applicant's representative testified that although the respondent does not carry rental arrears, he has been repeatedly late paying the rent and as a consequence the applicant is seeking an order that future rent be paid on time. There being no evidence to contradict the applicant's representative's testimony, I find the respondent has repeatedly failed to pay his rent when due.

Utilities

Section 45(1) of the Act specifies that the tenant must comply with obligations undertaken in a written tenancy agreement. Section 5 of the tenancy agreement specifies the tenant is responsible for the water utilities bills (among other utilities).

The applicant's representative provided a utility account transaction journal from the City of Yellowknife representing the respondent's water account from October 31, 2017 to June 5, 2017. On December 31, 2016, an outstanding balance of \$1,203.30 was transferred to the landlords' tax account. The respondent has made payments to the applicant towards that balance, reducing the amount owing for water utilities as of December 31, 2016, to \$336.06. Additional water utilities arrears have accumulated since January 1, 2017, in the amount of \$494.95, which the landlords have also paid for. The applicant's representative requested an order for payment of the total outstanding water utilities arrears in the amount of \$831.01.

I am satisfied the evidence presented reflects the current outstanding amount of water utilities arrears. I find the respondent has repeatedly failed to comply with his obligation to pay his water utilities bills and has accumulated utilities arrears in the amount of \$831.01.

Security deposit

Section 6 of the written tenancy agreement establishes a security deposit of \$500 is required. Section 14(2) of the Act permits a tenant to pay 50 percent of the security deposit at commencement of the tenancy and the remaining 50 percent of the security deposit within three months of the commencement of the tenancy. The applicant's representative testified that the respondent has yet to pay anything towards the security deposit.

I am satisfied the respondent is obligated to pay a security deposit and has failed to do so to date. I find the respondent has failed to comply with his obligation to pay his security deposit and carries outstanding security deposit arrears in the amount of \$500.

Termination of the tenancy agreement and eviction

Although the application to a rental officer requested termination of the tenancy agreement and eviction, the applicant's representative amended that request to consider a conditional termination and eviction order. The respondent had attended the applicant's representative's office the other day to pay his rent and assured them he would return to resolve matters.

In consideration of the respondent's repeated failure to pay his rent on time, repeated failure to pay his utilities as required, and failure to pay his security deposit, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, the termination and eviction will be conditional on the respondent paying his utilities arrears and security deposit in full, and paying his future rent on time.

Orders

An order will issue:

- requiring the respondent to pay his future rent on time;
- requiring the respondent to pay utilities arrears in the amount of \$831.01;
- requiring the respondent to comply with his obligation to pay his utilities and not breach that obligation again;
- requiring the respondent to pay the security deposit of \$500;
- terminating the tenancy agreement October 31, 2017, unless the utilities arrears and security deposit are paid in full, and the rents for July to October are paid on time; and
- evicting the respondent from the rental premises November 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer