

IN THE MATTER between **NTHC**, Applicant, and **FM and GL**, 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:

**NTHC**

Applicant/Landlord

-and-

**FM and GL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 20, 2017

**Place of the Hearing:** Fort Resolution, Northwest Territories

**Appearances at Hearing:** KL, representing the applicant  
EAM, representing the applicant

**Date of Decision:** April 20, 2017

**REASONS FOR DECISION**

An application to a rental officer made by NTHC as the applicant/landlord against FM and GL as the respondents/tenants was filed by the Rental Office January 19, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the respondents by registered mail signed for January 27, 2017.

The applicant alleged the respondents had repeatedly failed to pay rent, had accumulated additional rental arrears, had failed to comply with a rental officer order to pay rental arrears and to pay future rent on time, and had failed to vacate the rental premises upon termination of the tenancy agreement. An order was sought for payment of rental arrears, payment of overholding rental arrears, and payment of compensation for continued use and occupation of the rental premises.

A hearing was scheduled for April 20, 2017, in Fort Resolution, Northwest Territories. The Rental Officer appeared by telephone. KL appeared by telephone representing the applicant. EAM appeared representing the applicant. FM and GL were sent notices of the hearing by registered mail deemed served April 6, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties for a market rental unit commencing July 1, 2010. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Previous orders*

Rental Officer Order Number 15224 was issued from a hearing held on September 13, 2016. It ordered: the respondents to pay rental arrears in the amount of \$16,616.17; the respondents to pay their future rent on time; the termination of the tenancy agreement December 13, 2016, unless the rental arrears were paid in full and the rents for October, November, and December 2016 were paid on time; and the eviction of the respondents from the rental premises January 1, 2017, if the termination of the tenancy agreement became effective.

*Rental arrears*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. Rent was established at \$1,100 per month. The last payment received against the rent account was a CRA remittance recorded May 19, 2016, in the amount of \$971.10.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. The current balance of rental arrears is \$24,316.17, of which \$16,616.17 is accounted for under Rental Officer Order Number 15224. The remaining difference of \$7,700 represents rental arrears accumulated since September 2016.

By failing to make any payments against their rent account, the respondents failed to comply both with their obligation to pay their rent and with a rental officer order to pay their rental arrears and pay their future rent on time. In so doing, the order to terminate their tenancy agreement December 31, 2016, became effective and the respondents were required to vacate the rental premises on or before that date.

The applicant's representative testified that the respondents continue to occupy the rental premises as of this hearing date. That being the case, the landlord has continued to charge the respondents monthly rent as overholding tenants. Although the eviction order has not yet been enforced, the applicant may yet choose to do so as long as the order is filed in the Supreme Court of the Northwest Territories before July 2, 2017. The applicant's representative testified they have not reinstated the tenancy agreement and do intend to have the eviction order enforced.

The applicant's representative clarified their request is for an order to pay the rental arrears and overholding rental arrears that have accumulated since the last rental officer order was issued as provided for under sections 41(4)(a) and 67(4) of the Act, and for an order that the respondents pay compensation for use and occupation of the rental premises going forward as provided for under section 63(4)(b) of the Act.

I am satisfied the tenancy agreement between the parties was terminated December 31, 2016, pursuant to paragraph 3 of Rental Officer Order Number 15224. I am satisfied the respondents have failed to vacate the rental premises. I find the respondents have accumulated rental arrears and overholding rental arrears in the amount of \$7,700, representing rent up to April 30, 2017. I am satisfied the applicant is entitled to compensation for use and occupation of the rental premises at a rate of \$36.16 for each day the respondents remain in the rental premises after April 30, 2017.

#### *Orders*

An order will issue:

- requiring the respondents to pay rental arrears and compensation for use and occupation of the rental premises after the tenancy was terminated in the total amount of \$7,700; and
- requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$36.16 for each day they remain in the rental premises after April 30, 2017.

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Adelle Guigon  
Rental Officer