

IN THE MATTER between **ALM**, Applicant, and **CE and JC**, 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:

ALM

Applicant/Landlord

-and-

CE and JC

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 10, 2017
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: John Leskiw, representing the applicant
Date of Decision: August 10, 2017

REASONS FOR DECISION

An application to a rental officer made by ALM as applicant/landlord against CE and JC as respondents/tenants was filed by the Rental Office May 9, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Enterprise, Northwest Territories. The filed application was personally served on the respondents May 25, 2017.

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

A hearing was scheduled for August 10, 2017, by three-way teleconference. John Leskiw appeared representing the applicant. CE and JC were served notice of the hearing by registered mail signed for July 28, 2017. 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing November 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The statements of account entered into evidence represent the landlord's accounting of monthly rent and payments received against the respondents' rent account. The rent was established at \$1,000 per month. No payments or insufficient payments were received in eight of the 10 months of the tenancy.

I am satisfied the statements of account 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 \$5,540.

Utilities

Section 29 of the written tenancy agreement clearly sets out the tenants' responsibility to pay utilities, including but not limited to electricity. The applicant's representative testified that the respondents did not transfer the electricity account to their names until some time in May, at which point the respondents were unable to make sufficient payments to the electricity provider to keep the electricity connected. To date the electricity remains disconnected. The electricity account remaining in the applicant's name resulted in the monthly bills for December 2016 to April 2017 being applied to the applicant's credit card to an accumulated total of \$1,758.45. When the respondents transferred the account to their names, the electricity company provided the applicant with a credit of \$974.

I am satisfied the applicant has suffered a monetary loss as a direct result of the respondents failing to comply with their obligation to pay the electricity bills for the rental premises. I find the respondents liable to the applicant for losses suffered in the amount of \$784.45.

Damages

The applicant's representative testified that the respondents' children had tried to move the kitchen tap in a direction it was not meant to go, damaging the tap. The applicant had a spare kitchen tap he had purchased previously which still had the price tag of \$24 on it, and installed that kitchen tap to replace the damaged one.

I am satisfied the respondents' children's wilful or negligent conduct caused the damage to the kitchen tap. I find the respondents liable to the applicant for the cost to replace the kitchen tap in the amount of \$24.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay the rent and the substantial amount of accumulated rental and utilities arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representative testified to receiving information suggesting a payment from the government on behalf of the respondents would be forthcoming. This payment has not yet been received by the applicant. The applicant's representative was prepared to permit the tenancy to continue if that payment is received by the end of the month. The respondents' pattern of behaviour respecting payments supports the termination of the tenancy and eviction, however, I am satisfied the applicant's representative's request is reasonable. As such I am prepared to grant the order to terminate the tenancy agreement and evict the tenant unless at least \$3,000 is paid towards the rental and utilities arrears.

Orders

An order will issue:

- requiring the respondents to pay rental arrears and utilities arrears in the total amount of \$6,324.45;
- requiring the respondents to pay their future rent on time;
- requiring the respondents to pay for the costs of repairs in the amount of \$24;
- terminating the tenancy agreement August 31, 2017, unless at least \$3,000 is paid towards the rental and utilities arrears; and
- evicting the respondents from the rental premises September 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer