

IN THE MATTER between **CP**, Applicant, and **BJF and JG**, 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:

**CP**

Applicant/Landlord

-and-

**BJF and JG**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 11, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>BA, representing the applicant BJF, respondent JG, respondent</b>
<b><u>Date of Decision:</u></b>	<b>January 11, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by BA, Public Trustee, on behalf of CP as the applicant/landlord against BJF and JG as the respondents/tenants was filed by the Rental Office September 20, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the respondents October 1, 2016.

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, payment of late payment penalties, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

BA was appointed public trustee for CP on February 28, 2014. CP passed away on November 4, 2016, – approximately two months after the application to a rental officer was filed. BA retained administrative authority over CP's estate as her public trustee pursuant to subsection 53(3) of the *Guardianship and Trusteeship Act*. Scheduling a hearing for the application to a rental officer was postponed until certain issues regarding probate were clarified. BA confirmed that he had received instruction from CP's beneficiary to proceed with the application to a rental officer.

A hearing was scheduled for January 11, 2018, by three-way teleconference. BA appeared representing the applicant. BJF and JG appeared as respondents.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing June 4, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

A rent schedule entered into evidence represented the landlord's accounting of monthly rent and payments received against the respondent's rent account. The rent was established at \$500 per month. Five payments have been received from the respondents since commencement of the tenancy: \$3,500 was paid in October 2014; \$3,600 was paid in June 2015; \$500 was paid June 29, 2016; \$11,400 was paid October 14, 2016; and \$500 was paid October 25, 2016. The current rental arrears claimed amount to \$7,500, representing 15 months of rent outstanding. Late payment penalties accumulated as of January 4, 2018, were calculated by the Rental Officer at \$3,370.

The respondents did not dispute the accuracy of the accounting, acknowledging their debt and accepting responsibility for it. They offered a commitment to pay \$1,500 as early as January 12, 2018, but could make no commitments as to how long it would take them to pay the accumulated arrears.

I am satisfied the rent schedule accurately reflects the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay their rent when due and have accumulated rental arrears in the amount of \$7,500. I find the respondents further liable to the applicant for late payment penalties in the amount of \$3,370.

*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 representative reiterated their desire to evict the respondents as soon as possible, particularly given the respondents have made no reasonable efforts either to communicate with the Public Trustee or to ensure the rent is paid. The applicant's representative testified that they have another party interested in renting the premises who can be relied upon to pay the rent as required.

The respondents argued that it would be impossible for them to find alternate accommodation at this time of year for their family and asked to remain in the premises until April 1, 2018.

The parties agreed that if the respondents could pay \$1,500 by January 31<sup>st</sup> then the tenancy would not be terminated until March 31<sup>st</sup>; however, if the \$1,500 is not paid by January 31<sup>st</sup> then the tenancy would terminate January 31<sup>st</sup> and the respondents would be evicted as early as February 1<sup>st</sup>. To my mind this agreement is reasonable in the circumstances.

Compensation for use and occupation of the rental premises after the termination date was applied for but not completely discussed at hearing. I am satisfied the requested compensation is reasonable and will include it in this order.

### *Orders*

An order will issue:

- requiring the respondents must pay rental arrears and late payment penalties in the total amount of \$10,870;
- terminating the tenancy agreement January 31, 2018, unless at least \$1,500 is paid to the Estate of CP;
- evicting the respondents from the rental premises February 1, 2018, if the termination of the tenancy agreement becomes effective January 31, 2018;
- requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$16.44 for each day they remain in the rental premises after January 31, 2018, if the termination of the tenancy agreement becomes effective January 31, 2018;
- terminating the tenancy agreement March 31, 2018;
- evicting the respondents from the rental premises April 1, 2018; and
- requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$16.44 for each day they remain in the rental premises after March 31, 2018.

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Adelle Guigon  
Rental Officer