

IN THE MATTER between **NPRLP**, Applicant, and **VS, KS, JS, and MP**, 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:

NPRLP

Applicant/Landlord

-and-

VS, KS, JS, and MP

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 6, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant HC, representing the applicant CDL, representing the applicant VS, respondent JS, respondent MP, respondent
<u>Date of Decision:</u>	December 6, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against VS, KS, JS, and MP as the respondents/tenants was filed by the Rental Office September 15, 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 deemed served September 29, 2017, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 6, 2017, in Yellowknife. BL, HC, and CDL appeared representing the applicant. VS, JS, and MP appeared as respondents and on behalf of KS.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing April 12, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The resident ledger entered into evidence represents the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondents' rent account. The current rent was established at \$1,740 per month. The late payment penalties were calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either no payments or insufficient payments were received in eight of the last 12 months of the tenancy.

The respondents did not dispute the landlord's accounting, acknowledging their debt and accepting responsibility for it. They offered a commitment to pay \$4,000 by December 8th, another \$1,000 by December 15th, at least another \$2,000 by December 22nd, and January's rent paid in full by January 5th. They asserted they should have no difficulties after that in paying their rent in full and on time.

I am satisfied the resident ledger accurately reflects the current status of the respondent's rent account. I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$7,033.

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. In consideration of the respondents' above mentioned payment commitments, and with the applicant's representatives agreement, the termination and eviction will be conditional on the respondents having paid the rental arrears and January's rent in full by January 31, 2018.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$7,033;
- requiring the respondents to pay their rent on time in the future;
- terminating the tenancy agreement January 31, 2018, unless the rental arrears and January's rent are paid in full; and
- evicting the respondents from the rental premises February 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer