

IN THE MATTER between **XY**, Applicant, and **CR AND JA**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

XY

Applicant/Landlord

-and-

CR AND JA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 24, 2018

Place of the Hearing: Yellowknife. NT

Appearances at Hearing: Holly Callum, representing the applicant
CR, representing the applicants

Date of Decision: January 24, 2018

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondents.

The applicant provided a copy of the resident ledger in evidence which indicated a balance of \$8034.19. The monthly rent for the premises is \$1640.

The tenancy agreement was made for a one year term commencing on July 1, 2015 between the applicant and DB and JA as joint tenants. The tenancy agreement was later assigned to JA and CR. The assignment documents do not set out an effective date of the assignment but was approved by the landlord on May 6, 2016. Since no assignment is effective without the consent of the landlord, I shall take May 6, 2016 as the effective date. At that time there were rent arrears of \$1077.12. These are the arrears of the original parties. CR is not liable for this debt.

The tenancy agreement requires the tenants to pay for electricity during the term of the agreement. Water and heat are included in the rent. The applicant stated that the respondents failed to set up an account for electricity with the supplier at the commencement of the tenancy and that the landlord had paid for electricity and billed it back to the tenants along with a 15% administrative charge throughout the term of the agreement. It appears that neither party has taken any action to remedy this problem, although it is certainly in the best interest of the tenants to do so.

The resident ledger contains a charge of \$80.34 for water posted on September 27, 2016. The applicant acknowledged that this charge was clearly an accounting error since water is included in the rent.

Considering the water charge and the rent arrears attributed to the previous tenants, the adjusted balance of the account is \$6876.73 calculated as follows:

Balance as per ledger	\$8034.19
Less old arrears	(1077.12)
Less water charge	<u>(80.34)</u>
Adjusted balance	\$6876.73

The respondent did not dispute the rent arrears and stated they could pay the monthly rent each month and pay an additional \$1000/month on the 15th of every month until the debt was retired.

The applicant stated that they were prepared to continue the tenancy provided the proposed payment plan was followed but requested a termination and eviction order unless at least \$5280.00 was paid by March 15, 2018. The parties consented to an order containing these terms.

I find the respondents in breach of their obligation to pay rent. Applying payment first to electrical charges, I find rent arrears in the amount of \$6876.73. An order shall issue requiring the respondents to pay the rent arrears of \$6876.73 and terminating the tenancy agreement on March 15, 2018 unless at least \$5280 has been paid by that date. An eviction order shall be effective on March 16, 2018 unless \$5280 is paid on or before March 15, 2018.

Hal Logsdon
Rental Officer