

IN THE MATTER between **NPRLP**, Applicant, and **SK and JK**, 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-

SK and JK

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 24, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	HC, representing the applicant CDL, representing the applicant SK, respondent
<u>Date of Decision:</u>	January 24, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against SK and JK as the respondents/tenants was filed by the Rental Office October 26, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent November 17, 2017.

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

A hearing was scheduled for January 24, 2018, in Yellowknife. HC and CDL appeared representing the applicant. SK appeared as respondent and on behalf of JK.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties commencing April 1, 2017, for a fixed-term to March 31, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondents' rent account. The rent was established at \$1,845 per month. The late payment penalties have been calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Insufficient payments have been received in eight of the last 10 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. The respondent was very apologetic and indicated she is expecting better financial support from her co-tenant, child support payments, and a substantial mutual funds payout from her former employment with the Government of Nunavut. The respondent expects the mutual fund payout to be received next month, from which she can pay the rental arrears in full and will have no issues paying future rent on time.

I am satisfied the resident ledger accurately reflects the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$8,762.19.

Termination of the tenancy agreement and eviction

The respondent acknowledged the appropriateness of terminating the tenancy agreement given the substantial amount of rental arrears accumulated, but requested more time to resolve the issue or find alternate accommodation. The applicant's representatives were receptive to a conditional termination and eviction order dependent on the payment of the rental arrears in full and payment of future rent on time, but were concerned about the respondent's ability to follow through on her commitment to pay.

In light of the respondents' repeated failure to pay their rent in full and the substantial amount of rental arrears accumulated I am satisfied that termination of the tenancy agreement and eviction are justified. Given the commitments made and the willingness of the applicant to entertain a conditional termination/eviction order, I am prepared to grant a 'tiered' termination/eviction order further defined below.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$8,762.19;
- requiring the respondents to pay their rent on time in the future;

- terminating the tenancy agreement February 28, 2018, unless the rental arrears are paid in full and February rent is paid on time, and evicting the respondents from the rental premises March 1, 2018, if the termination becomes effective;
- terminating the tenancy agreement March 31, 2018, unless the rent for March is paid on time, and evicting the respondents from the rental premises April 1, 2018, if the termination becomes effective; and
- terminating the tenancy agreement April 30, 2018, unless the rent for April is paid on time, and evicting the respondents from the rental premises May 1, 2018, if the termination becomes effective.

Adelle Guigon
Rental Officer