

IN THE MATTER between **NPRLP**, Applicant, and **DS and GMC**, 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-

DS and GMC

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 31, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant CDL, representing the applicant GMC, respondent DS, respondent
<u>Date of Decision:</u>	May 31, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against DS and GMC as the respondents/tenants was filed by the Rental Office February 16, 2018. The application was made regarding a residential tenancy agreement between the parties for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondents by emails deemed received March 1, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondents had repeatedly failed to pay rent 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 May 31, 2018, in Yellowknife. BL and CDL appeared representing the applicant. DS and GMC appeared as respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties commencing August 12, 2016. The relationship between the respondents ended and the respondent GMC moved out of the rental premises in May 2017. No notice was given to the applicant that GMC had moved out, and no application was made to assign the joint tenancy over to a sole tenancy with DS. I am satisfied a joint tenancy agreement between the parties is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledger entered into evidence represents the landlord's accounting of monthly rents and payments received against the respondents' rent account. Rent was established at \$1,365 per month. DS became employed by the applicant for a period of time during the tenancy, and as such the respondents benefited from a staff discount of \$341.25 per month from August 2017 to February 2018. Between the commencement of the tenancy in August 2016 and GMC's departure in May 2017, the respondents had made insufficient payments in seven out of 10 months. Between July 2017 and the date of this hearing, insufficient payments had been received in seven out of 13 months.

The respondent DS acknowledged that GMC had in fact vacated the rental premises in May 2017. It was evident at hearing that there was continued animosity between the respondents, who did not communicate with each other during the hearing. It was clear that the respondents both believed GMC's responsibility for the tenancy ended when she moved out. Despite this not being the case at law, I agreed to hold the respondents jointly responsible only for the rental arrears that had accumulated as of May 31, 2017, which amounted to \$4,301.

I had neglected to note at hearing that the updated resident ledger entered into evidence included the rent for June, which technically was not due yet. I mis-calculated the rental arrears accumulated since May 2017 to include the rent for June. That error will be corrected in this order.

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. I find the respondents jointly liable for rental arrears accumulated as of May 31, 2017, in the amount of \$4,301. I find the respondent DS solely liable for rental arrears accumulated as of May 31, 2018, in the amount of \$3,484.60.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay their joint rent in full when due, and in light of the respondent DS's continued failure to pay his sole rent in full when due, and in light of the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. Despite being employed, the respondent DS could not provide any assurances as to how he could pay the full rent on time going forward and pay down the accumulated rental arrears. I determined that it would be in the best interest of both the applicant and respondent to terminate the tenancy agreement immediately, but delay the eviction for one month to provide the respondent with ample opportunity to find a more affordable alternate accommodation. An order for the respondent to pay compensation for use and occupation of the rental premises for each day that he remains in the rental premises after May 31st will also issue.

Orders

An order will issue:

- requiring both respondents to pay rental arrears in the amount of \$4,301;
- requiring the respondent DS to pay rental arrears in the amount of \$3,484.60;
- terminating the tenancy agreement May 31, 2018;
- evicting the respondents from the rental premises June 30, 2018; and
- requiring the respondent DS to pay compensation for use and occupation of the rental premises at a rate of \$44.88 for each day he remains in the rental premises after May 31, 2018, to a maximum of \$1,365 per month.

Adelle Guigon
Rental Officer