

IN THE MATTER between **HRMHP**, Applicant, and **AD**, Respondent.

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:

HRMHP

Applicant/Landlord

-and-

AD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 20, 2018
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	CB, representing the applicant
<u>Date of Decision:</u>	June 20, 2018

REASONS FOR DECISION

An application to a rental officer made by HRMHP as the applicant/landlord against AD as the respondent/tenant was filed by the Rental Office March 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the respondent by registered mail deemed served April 5, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent 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 June 20, 2018, in Hay River. The Rental Officer appeared by telephone. CB appeared representing the applicant. AD was served notice of the hearing by registered mail deemed served April 5, 2018, pursuant to subsection 71(5) of the Act. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement for a mobile home lot commencing July 1, 2013. Given that the applicant failed to enforce the last rental officer order to evict the respondent from the rental premises September 1, 2016, and given the period of time since that eviction order was issued, I am interpreting the applicant's inaction in this regard as an implied reinstatement of the tenancy agreement effective March 1, 2017, which is the expiry date of the last eviction order. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-14784 issued August 26, 2015, required the respondent to pay rental arrears in the amount of \$2,340 and required the respondent to pay future rent on time.

Rental Officer Order Number 15209 issued August 10, 2016, required the respondent to pay rental arrears in the amount of \$2,120, terminated the tenancy agreement August 31, 2016, evicted the respondent from the rental premises September 1, 2016, and required the respondent to pay compensation for use and occupation of the rental premise at a rate of \$8.55 for each day the respondent remained in the rental premises after August 31, 2016. The monetary paragraph of this order remains enforceable until August 2019.

Rental arrears

The accounts receivable customer inquiries entered into evidence represent the landlord's accounting of monthly rent and payments received against the respondent's rent account. Rent was established at \$260 per month. No payments have been received against the respondent's rent account in the last 31 months of the tenancy.

I am satisfied the accounts receivable customer inquiries accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$9,530. Given that the monetary paragraph of Rental Officer Order Number 15209 remains enforceable until August 2019, an order will issue for payment of the rental arrears accumulated since September 1, 2017, in the amount of \$5,720.

Termination of the tenancy agreement

In light of the respondent's repeated failure to pay rent, the respondent's repeated failure to comply with a rental officer order to pay rental arrears, and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$5,720
- terminating the tenancy agreement June 30, 2018;
- evicting the respondent from the rental premises July 1, 2018; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$8.55 for each day the respondent remains on the rental premises after June 30, 2018, to a maximum of \$260 per month.

Adelle Guigon
Rental Officer