

IN THE MATTER between **NPRLP**, Applicant, and **JW and CP**, 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-

JW and CP

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 5, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the applicant JW, respondent MS, witness for the respondent
<u>Date of Decision:</u>	July 5, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against JW and CP as the respondents/tenants was filed by the Rental Office April 20, 2018. 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 email deemed received May 10, 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 July 5, 2018, in Yellowknife. CDL appeared representing the applicant. JW appeared as respondent with MS appearing as his witness. JW confirmed that CP was aware of the application and the hearing. CP did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in CP's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The parties agreed and evidence was presented establishing a joint residential tenancy agreement between them commencing September 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, electricity bill charges, and payments received against the respondent's rent account. The rent was established at \$1,845 per month. The respondents

benefited from a \$150 per month credit for entering into a fixed-term tenancy agreement. Electricity bills charged to the applicant were charged back to the respondents for the months of October 2017 to May 2018, although I discovered in review of the resident ledger the electricity bill for January 2018 in the amount of \$76.89 had been entered twice; I have adjusted the rent account balance by deducting the duplicated entry. Either insufficient payments or no payments were received in nine of the 11 months of the tenancy.

The respondent did not dispute the accuracy of the accounting, acknowledging the debt for both the rent and the electricity bills, and accepting responsibility for them. He testified that all except one of the payments that were made against the rent account were made by him; the co-tenant has only made one payment of \$500 against the rent account throughout the tenancy. The respondent further testified that although the co-tenant's property remains in the rental premises, he is aware that the co-tenant has been recently residing at his parents' home. The respondent understood that despite any agreement between himself and the co-tenant respecting a sharing of the rental costs, they both are jointly and severally responsible to the landlord for the accumulated debt. The respondent expressed regret that the debt escalated as it did, while acknowledging his own contribution to that escalation by not paying at least his own 'share' of the rent each month.

I am satisfied the adjusted resident ledger accurately reflects the current status of the joint respondents' rent account. I find the respondents have repeatedly failed to pay rent and have accumulated rental arrears, including costs for electricity, in the total amount of \$11,813.45.

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. The parties agreed the termination of the tenancy should be made effective July 31, 2018, and the applicant's representative agreed to extend the eviction order to take effect August 31, 2018, at the respondent's request to facilitate providing him with enough time to find alternate accommodations. The respondent was grateful for the applicant's flexibility, and indicated he would make every effort to find alternate accommodation for before the eviction date, if not by July 31, 2018.

Orders

An order will issue:

- requiring the respondents to pay rental and utilities arrears in the amount of \$11,813.45;
- terminating the tenancy agreement July 31, 2018;
- evicting the respondents from the rental premises August 31, 2018; and
- requiring the respondents to pay compensation for use and occupation of the rental premise at a rate of \$60.66 for each day they remain in the rental premises after July 31, 2018, to a maximum of \$1,845 per month.

Adelle Guigon
Rental Officer