

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

RS and DS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 26, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the applicant
RS, respondent

Date of Decision: July 26, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against RS, DyS, and DS as the respondents/tenants was filed by the Rental Office May 29, 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 June 15, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 July 26, 2018, in Yellowknife. CDL appeared representing the applicant. RS appeared as respondent and on behalf of DS.

Preliminary matters

At hearing the respondent testified that an assignment of the tenancy agreement from RS, DyS, and DS to RS and DS had been completed in April 2018. DyS moved out at that time to attend school in another community. The respondent did not notify DyS of the application and hearing date because she believed he should not be a party to the matter due to the assignment.

The applicant did not have a record of the assignment taking place, but acknowledged that due to staffing fluctuations at their office over the last several months which have only recently been stabilized it is possible the assignment agreement was mis-filed.

I am satisfied that it is more likely than not that the assignment did take place as described. Consequently, DyS's name was withdrawn from the application and the style of cause going forward will reference RS and DS as the respondents/tenants.

Tenancy agreement

The parties agreed and evidence was presented establishing that a residential tenancy agreement had been entered into between them commencing August 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 rents, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$2,400 per month. The late payment penalties have been calculated in accordance with the Act. Insufficient amounts were paid in eight of the 12 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 committed to having the rental arrears and the rent for August paid in full by August 17, 2018.

I am satisfied the resident ledgers accurately reflect 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 \$4,727.33.

Termination of the tenancy agreement

In light of the repeated failure to pay the full amount of the rent when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. As the parties have already had discussions and the respondents have notified the applicant of their intention to vacate the rental premises by August 17, 2018, it was agreed to terminate the tenancy agreement for that date with an eviction order for August 18, 2018.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$4,727.33;
- terminating the tenancy agreement August 17, 2018; and
- evicting the respondents from the rental premises August 18, 2018.

Adelle Guigon
Rental Officer