

IN THE MATTER between **NPRLP**, Applicant, and **PK and MS**, 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-

PK and MS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 5, 2018

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: Joleen Hanthorn, representing the applicant
Innocent Abah, representing the applicant

Date of Decision: September 5, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against PKX and MS as the Respondents/Tenants was filed by the Rental Office June 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondents July 13, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent in full 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 September 5, 2018, in Inuvik. The Rental Officer appeared by telephone. Joleen Hanthorn and Innocent Abah appeared representing the applicant. PK and MS were personally served notices of the hearing July 13, 2018. The Respondents did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matter

It was identified at hearing that the application to a rental officer spelled the Respondent PK's last name incorrectly as [REDACTED]. The written tenancy agreement identifies the Respondent's last name as [REDACTED], not [REDACTED]. The Applicant's representatives agreed to amend the application to a rental officer to reflect the correct spelling of the Respondent's last name as [REDACTED]. The style of cause going forward will identify the Respondents as PK and MS.

Tenancy agreement

The Applicant's representatives testified and evidence was presented establishing a sole residential tenancy agreement with PK commencing in August 2015 which was subsequently assigned to a joint tenancy with PK and MS commencing March 4, 2017. I am satisfied a valid joint tenancy agreement is in place in accordance with the Act.

Rental arrears

The resident ledger entered into evidence represents the Landlord's accounting of monthly rent, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,326 per month. Late payment penalties have been calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were received in six of the last 12 months of the tenancy. Of note is that electronic funds transfers which started in April 2018 for payments of the full rent have all been returned with insufficient funds, except for the September 2018 payment to date.

I am satisfied the resident ledger accurately reflects the current status of the Respondent's 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 \$4,415.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent in full when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representatives, the termination and eviction orders will be conditional on the Respondents paying the rental arrears in full and paying the rent for October on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$4,415;
- requiring the Respondents to pay their rent on time in the future;
- terminating the tenancy agreement October 31, 2018, unless the rental arrears are paid in full and the rent for October is paid on time; and
- evicting the Respondents from the rental premises November 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer