

IN THE MATTER between **HK**, Applicant, and **KR and IZ**, 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:

HK

Applicant/Landlord

-and-

KR and IZ

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RS, representing the Applicant BB, representing the Applicant
<u>Date of Decision:</u>	October 4, 2018

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of HK as the Applicant/Landlord against KR and IZ as the Respondents/Tenants was filed by the Rental Office May 18, 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 registered mail signed for August 30, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to pay utilities. An order was sought at hearing for payment of rental arrears, payment of utilities arrears, termination of the tenancy agreement, and eviction.

A hearing originally scheduled for July 26, 2018, was cancelled due to the filed application not having been served on the Respondents. The hearing was re-scheduled to October 4, 2018, in Yellowknife. RS and BB appeared representing the Applicant. KR and IZ were served notices of the hearing by email deemed received September 17, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing April 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The aged overdue receivables details and client aged details (rent documents) entered into evidence represent the Landlord's accounting of monthly rent and payments received against the Respondents' rent account. Rent was established at \$1,700 per month, due the first of each month. Either insufficient payments or no payments were received in four of the last 19 months of the tenancy.

I am satisfied the rent documents accurately reflect the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$4,098.22, which represents approximately three months' rent.

Utilities

Paragraph 5 of the written tenancy agreement sets out the Respondents' obligation to pay utilities, including for water/sewer/garbage services provided by the City of Yellowknife.

The Applicant's representative testified that the Respondents had failed to pay the City of Yellowknife utilities bills in full in 2017, and as a consequence the accumulated utilities arrears were transferred by the City of Yellowknife from the Respondents' utilities account to the Applicant's property tax account. This claim was borne out in the City of Yellowknife utility account transaction journal which was entered into evidence.

I am satisfied the Respondents failed to pay the City of Yellowknife utilities bills for the rental premises in full in 2017, and that the Applicant suffered the related costs as a result. I find the Respondents have failed to comply with their obligation to pay utilities as required, and I find the Respondents liable to the Applicant for utilities arrears in the amount of \$316.97.

Termination of the tenancy agreement and eviction

When the application to a rental officer was filed May 18, 2018, the Respondents had given notice to terminate the tenancy agreement for June 30, 2018, and the Applicant expected to re-possess the rental premises at that time. However, since filing of the application the Respondents waffled back and forth regarding whether or not they were going to vacate the rental premises, it appears due to thinking they were going to receive subsidized housing and then they were anticipating going to college in another community. Now it appears the Respondents have secured financial assistance to remain in the rental premises and have made a commitment to the Applicant to stabilize their rent payments and resolve the arrears that have accumulated.

The Respondents' repeated failure to pay the rent in full when due and the amount of rental arrears accumulated provide justification for termination of the tenancy agreement and eviction, however, the Applicant's representative agreed it would be reasonable in the circumstances to issue conditional termination and eviction orders dependent on the Respondents paying the rental and utilities arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental and utilities arrears in the total amount of \$4,415.19;
- requiring the Respondents to pay rent on time in the future;
- terminating the tenancy agreement December 31, 2018, unless the rental and utilities arrears are paid in full and the rents for November and December are paid on time; and
- evicting the Respondents from the rental premises January 1, 2019, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer