

IN THE MATTER between **MPM**, Applicant, and **FI and EO**, 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:

MPM

Applicant/Landlord

-and-

FI and EO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 11, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JB, representing the Applicant EO, Respondent
<u>Date of Decision:</u>	December 11, 2018

REASONS FOR DECISION

An application to a rental officer made by MPM as the Applicant/Landlord against FI and EO as the Respondents/Tenants was filed by the Rental Office October 12, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on EO October 29, 2018, and served on FI by email deemed received October 29, 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 rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 11, 2018, in Yellowknife. JB appeared representing the Applicant. EO appeared as Respondent. FI was served notice of the hearing by email deemed received October 29, 2018. FI did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in FI'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 commencing January 9, 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. Four NSF charges of \$30 each which were also included in the resident ledgers were denied as

they constitute a prohibited penalty under section 13 of the Act. The total amount of \$120 was deducted from the resident ledger balance. Rent was established at \$1,700 per month. The late payment penalties were calculated in accordance with paragraph 41(2) of the Act and section 3 of the Regulations. Either insufficient payments or no payments were made in seven of the last 12 months of the tenancy.

EO did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He testified that he is making his best efforts to have the rent paid each month on his own given that FI has failed to meet her own obligations respecting the tenancy agreement. EO is hopeful for an employment opportunity to come through which would put him in a position to afford the rental premises on his own, and is requesting more time to resolve the matter. The Applicant's representative confirmed that where FI has made no efforts to communicate with the Landlord, EO has been communicating with her regularly and working diligently to resolve the arrears and maintain the tenancy.

I am satisfied the amended resident ledger accurately reflects 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 \$5,391, which represents approximately four months' rent.

Termination of the tenancy agreement and eviction

In light of the 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. The Applicant's representative acknowledged EO's efforts to resolve the rental arrears and maintain the tenancy, and was agreeable to conditional termination and eviction orders dependent on at least \$2,500 being paid towards the rental arrears by the end of June and future rents being paid in full and on time. EO gratefully accepted the proposed terms.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$5,391 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement June 30, 2019, unless at least \$2,500 is paid towards the rental arrears and the rents for January to June are paid in full and on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises July 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer