

IN THE MATTER between **MPM**, Applicant, and **MH and AY**, 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-

MH and AY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 5, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JB, representing the Applicant

Date of Decision: February 5, 2019

REASONS FOR DECISION

An application to a rental officer made by MPM as the Applicant/Landlord against MH and AY as the Respondents/Tenants was filed by the Rental Office December 5, 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 the Respondents December 17, 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 rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 5, 2019, in Yellowknife. JB appeared representing the Applicant. MH and AY were personally served notices of the hearing December 17, 2018. The Respondents did not appear at the hearing, nor did anyone appear on their 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 December 18, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The resident statements entered into evidence represent the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,450 per month. However, a rent increase to \$1,550 as of January 1, 2019, which was reflected in the resident statements was overlooked at the hearing; that rent increase is accounted for in the calculation of rental arrears. The late payment penalties have been calculated in accordance with the Act and the *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were received in nine of the last 12 months of the tenancy. The last payment received against the rent account was recorded October 12, 2018, in the amount of \$800.

I am satisfied the resident statements 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 \$10,216.84. That amount represents approximately seven months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay rent and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$10,216.84 (p. 41(4)(a));
- terminating the tenancy agreement February 28, 2018 (p. 41(4)(c));
- evicting the Respondents from the rental premises March 1, 2018 (p. 63(4)(a)); and
- requiring the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$50.96 for each day the Respondents remain in the rental premises after February 28, 2018, to a maximum of \$1,550 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer