

IN THE MATTER between **NTHC**, Applicant, and **AD and PB**, 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:

**NTHC**

Applicant/Landlord

-and-

**AD and PB**

Respondents/Tenants

**REASONS FOR DECISION**

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| <b><u>Date of the Hearing:</u></b>    | <b>January 24, 2019</b>  |
| <b><u>Place of the Hearing:</u></b>   | <b>Behchoko, Northwest Territories</b>                                   |
| <b><u>Appearances at Hearing:</u></b> | <b>TM, representing the Applicant<br/>LE, representing the Applicant</b> |
| <b><u>Date of Decision:</u></b>       | <b>January 24, 2019</b>  |

**REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against AD and PB as the Respondents/Tenants was filed by the Rental Office December 12, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondents January 2, 2019.

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

A hearing was scheduled for January 24, 2019, in Behchoko. TM and LE appeared representing the Applicant. AD and PB were personally served notice of the hearing January 2, 2019. 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 representatives testified and evidence was presented establishing a residential tenancy agreement between the parties commencing October 2, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The lease balance statements entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. Market rent was established at \$1,430 per month. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy. The Respondents made substantial payments in January 2019 which effectively reduced the accumulated rental arrears to approximately one-fifth of what it was when the application to a rental officer was filed.

I am satisfied the lease balance 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 \$1,600. This amount represents approximately two months' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the full amount of rent when due and the amount of rental arrears that have 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 future rent on time.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$1,600 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2019, unless the rental arrears are paid in full and the rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer