

IN THE MATTER between **NTHC**, Applicant, and **F(A)M and ML**, 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-

F(A)M and ML

Respondents/Tenants

REASONS FOR DECISION

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

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against F(A)M and ML 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 December 20, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay the full amount of rent when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. 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. F(A)M and ML were personally served notices of the hearing December 20, 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 representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for a market rental unit commencing September 1, 2006. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 10-14778 issued August 20, 2015, required the Respondents to pay rental arrears in the amount of \$17,940.18, and required the Respondents to pay future rent on time. The monetary order was paid in full by October 2016.

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. Rent was established at \$1,100 per month. Either insufficient payments or no payments were received in 13 of the last 18 months of the tenancy.

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, have failed to comply with a rental officer order to pay rent on time in the future, and have accumulated rental arrears in the amount of \$9,333. That amount represents approximately nine 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, their failure to comply with a rental officer order to pay future rent on time, and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicants' 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 \$9,333 (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)).

Adelle Guigon
Rental Officer