

IN THE MATTER between **TP**, Applicant, and **AR and KR**, 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:

**TP**

Applicant/Landlord

-and-

**AR and KR**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 6, 2019

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** TP, Applicant

**Date of Decision:** March 6, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by TP as the Applicant/Landlord against AR and KR as the Respondents/Tenants was filed by the Rental Office November 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondents by email deemed received December 12, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for January 8, 2019, by three-way teleconference. TP appeared as Applicant. AR and KR were served notice of the hearing by email deemed received December 12, 2018. The Respondents did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act.

The Applicant had failed to provide documentary evidence accounting for the monetary claims being made, and requested an adjournment in order to prepare and submit a full accounting of the rental arrears and utilities arrears. The adjournment was granted, and the hearing was set over to March 6, 2019, by three-way teleconference. TP appeared as Applicant. AR and KR were served notices of the hearing by email deemed received January 13, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing continued in the Respondent's absence.

#### *Tenancy agreement*

The Applicant's representative testified that the parties had entered into an oral tenancy agreement and the Respondents took occupancy of the rental premises September 28, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### *Rental arrears*

The rent ledger entered into evidence represents the Landlord's accounting of monthly rent and payments received against the Respondents' rent account. Rent was established at \$1,600 per month. Either insufficient payments or no payments were received in 13 of the 16 months of the tenancy.

The rent for August 2018 was inadvertently entered twice in the rent ledger. The Applicant acknowledged the double-entry and agreed to the amendment of the ledger accordingly.

I am satisfied the amended 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 \$11,070. That amount represents approximately seven months' rent.

### *Utilities*

The Applicant's representative testified that the Respondents were responsible for the water/sewer account to the rental premises, and that they had failed to pay the Town of Inuvik for that utility. The resulting arrears accumulated as of December 31, 2018, were transferred to the Applicant's property tax account, which the Applicant paid in full on January 21, 2019. Proof of the utility transfer and the payment were entered into evidence.

I am satisfied the Respondents were responsible for the water/sewer utility bills to the rental premises, and that they failed to pay the corresponding bills to the Town of Inuvik. I find the respondent liable to the Applicant for utilities arrears in the amount of \$941.52.

### *Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the rent in full 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 and utilities arrears in the total amount of \$12,011.52 (p. 41(4)(a), p. 45(4)(d));
- terminating the tenancy agreement March 31, 2019 (p. 41(4)(c));
- evicting the Respondents from the rental premises on or after April 1, 2019 (p. 63(4)(a)); and
- requiring the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$52.60 for each day they remain in the rental premises after March 31, 2019, to a maximum of \$1,600 per month (p. 63(4)(b)).

---

Adelle Guigon  
Rental Officer