

IN THE MATTER between **NPRLP**, Applicant, and **DH, AB, and EW**, 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:

**NPRLP**

Applicant/Landlord

-and-

**DH and AB and EW**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 5, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Inuvik, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>IA, representing the Applicant AB, Respondent DH, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 5, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against DH, AB, and EW 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 Inuvik, Northwest Territories. The filed application was personally served on the Respondents January 3, 2019.

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 February 5, 2019, in Inuvik. The Rental Officer appeared by telephone. IA appeared representing the Applicant. AB and DH appeared as Respondents, and on behalf of EW.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing November 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,400 per month due the first day of each month. The late payment penalties cumulatively were calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy, and rent was paid late in 11 of the last 12 months of the tenancy.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. They admitted to having financial difficulties which have forced them to choose between paying rent or paying other bills. The Respondents committed to having the rental arrears and March's rent paid in full by the end of March, being able to pay April's rent in full and on time, and to do their best to ensure the rent is paid in full and on time for each month thereafter.

It was reiterated to the Respondents at hearing that they are obligated to pay the rent in full when due, and that being in market rental housing there is less flexibility available to the terms of the contract than there might be under subsidized housing. The Respondents were encouraged to consider other additional resources if their current household income was insufficient to meet their financial obligations, and they were encouraged to ensure paying the rent was a priority.

I am satisfied the lease 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 \$5,707. That amount represents approximately four 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 accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, given the commitments offered by the Respondents and by agreement with the Applicant's representative, the termination and eviction orders will be conditionally tiered dependent on the Respondents paying the rents for March and April on time and paying rental arrears in full by the end of April, and on paying the rents for May and June on time.

### *Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$5,707 (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 March and April are paid on time, and evicting the Respondents from the rental premises May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 41(4)(c), p. 63(4)(a), ss. 83(2)); and
- terminating the tenancy agreement June 30, 2019, unless the rents for May and June are paid on time, and evicting the Respondents from the rental premises July 1, 2019, if the termination of the tenancy agreement becomes effective (p. 41(4)(c), p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer