

IN THE MATTER between **NPRLP**, Applicant, and **DC, DM, JC, and YN**, 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-

DC and DM and JC and YN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 19, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

DC, Respondent
DM, Respondent
JC, Respondent
YN, Respondent

BB, Integrated Case Management
IN, Executive Director, SideDoor Youth Ministries

Date of Decision: February 19, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against DC, DM, JC, and YN as the Respondents/Tenants was filed by the Rental Office January 2, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondents by emails deemed received January 19, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 19, 2019, in Yellowknife. CDL appeared representing the Applicant. DC, DM, JC, and YN appeared as Respondents. BB of Integrated Case Management and IN of SideDoor Youth Ministries appeared in support of the Respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing July 1, 2018. It was clarified that YN had co-signed the tenancy agreement in support of DC, DM, and JC (one of whom is her son) securing a rental premises together, and she did not in fact reside with them. Despite her status, YN accepted joint responsibility for the tenancy and confirmed that she and the other three Tenants have had discussions about the situation they now find themselves in. 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 \$1,800. Late payment penalties were calculated in accordance with the Act and Regulations. Insufficient amounts were paid in eight of the nine months of the tenancy.

The three Tenants occupying the rental premises did not dispute the accuracy of the Landlord's accounting, acknowledging their joint debt and accepting responsibility for it. They each apologized for their respective failures to comply with the terms of their tenancy agreement and their agreement with each other. All three Tenants had sought out resources to help them better understand and manage their financial obligations, and as a result of those inquiries and commitments the SideDoor Youth Ministries has agreed to pay the rental arrears in full.

I am satisfied the lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondents have repeatedly failed to pay the rent in full when due and have accumulated rental arrears in the amount of \$3,727. That amount represents approximately two months' rent. Given the SideDoor Youth Ministries' commitment to pay the rental arrears, an order to pay the rental arrears will not be issued.

Termination of the tenancy agreement and eviction

Since filing of the application to a rental officer, JC has moved out of the rental premises. YN is seeking to remove herself as a joint tenant as well. An assignment of the tenancy agreement has not been completed, but could be. Or the two Tenants who remain in occupancy could enter into an entirely new joint tenancy agreement with the Landlord. Whether or not either an assignment or a new tenancy agreement are entered into is in the hands of the Landlord to agree to or not, within reason.

Given the support being received by the remaining two Tenants and the commitment from the SideDoor Youth Ministries to pay the rent, the Applicant's representative agreed that a denial of the request for termination of the tenancy agreement and eviction was reasonable.

Order

An order will issue for the Respondents to pay their rent on time in the future (p. 41(4)(b)).

Adelle Guigon
Rental Officer