

IN THE MATTER between **NPRLP**, Applicant, and **SF and MF**, 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-

**SF and MF**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 16, 2019

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

**Appearances at Hearing:** BL, representing the Applicant

**Date of Decision:** May 16, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against SF and MF as the Respondents/Tenants was filed by the Rental Office March 26, 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 email deemed received April 21, 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 May 16, 2019, in Yellowknife. BL appeared representing the Applicant. SF and MF were served notices of the hearing by email deemed received April 21, 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 representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing November 1, 2018. The Applicant's representative confirmed that the Respondents continued occupancy of the rental premises had been verified. I am satisfied a valid tenancy agreement is in place in accordance with 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 \$1,810 per month. The last payment received against the rent account was recorded January 14, 2019 in the amount of \$1,150. Either insufficient payments or no payments were received in seven of the eight months of the tenancy.

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 rent when due and have accumulated rental arrears in the amount of \$8,030.45. That amount represents approximately five months' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the rent 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 arrears in the amount of \$8,030.45 (p. 41(4)(a));
- terminating the tenancy agreement May 31, 2019 (p. 41(4)(c)); and
- evicting the Respondents from the rental premises June 1, 2019 (p. 63(4)(a)).

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Adelle Guigon  
Rental Officer