

IN THE MATTER between **FLHA (Official Agent of the NHC)**, Applicant, and **BT and FB**,
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 **Hal Logsdon**, Rental Officer,

BETWEEN:

FLHA

(OFFICIAL AGENT OF THE NHC)

Applicant/Landlord

-and-

BT and FB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 8, 2019

Place of the Hearing: Yellowknife, Northwest Territories, via teleconference

Appearances at Hearing: EM, representing the Applicant
BT, Respondent
FB, Respondent

Date of Decision: May 8, 2019

REASONS FOR DECISION

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

The monthly tenancy agreement was made in writing and set out a monthly rent of \$375.

A statement of the rent account was provided in evidence which indicated a balance of rent owing in the amount of \$11,245.45. The statement indicates that the rent account has been in arrears since April 2015 and only two payments totalling \$854.55 have been made since March 2017.

The Respondents did not dispute the allegations and acknowledged that the entries and balance shown on the statement were correct. They testified that they were only able to find part-time work but had started to make arrangements to withdraw savings from their RRSPs to satisfy the debt. The Respondents asked for time to make the arrangements to withdraw the funds and pay the arrears.

The Applicant stated that they would be willing to continue the tenancy if the rent arrears were paid in full and the monthly rents were paid on time in the future. The parties agreed that July 31, 2019 would be a reasonable date to allow for the full payment of the rent.

I find the Respondents in breach of their obligation to pay rent. I find the rent statement in order and find rent arrears of \$11,245.45. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondents unless the rent arrears are paid in full.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$11,245.45. The tenancy agreement shall be terminated on July 31, 2019, unless the rent arrears plus the rents for June and July 2019 totalling \$11,995.45 are paid in full.

Rent arrears	\$11,245.45
June/2019 rent	375.00
July/2019 rent	<u>375.00</u>
Total	\$11,995.45

An eviction order shall become effective on August 1, 2019 unless the rent arrears and rents for June and July, totalling \$11,995.45, are paid on or before July 31, 2019. An order shall also issue requiring the Respondents to pay future rent on time.

Hal Logsdon
Rental Officer