

IN THE MATTER between **ALM**, Applicant, and **CE and JC**, 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:

ALM

Applicant/Landlord

-and-

CE and JC

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 5, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JLS, representing the Applicant

Date of Decision: June 5, 2019

REASONS FOR DECISION

An application to a rental officer made by ALM as the Applicant/Landlord against CE and JC as the Respondents/Tenants was filed by the Rental Office April 30, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Enterprise, Northwest Territories. The filed application was personally served on the Respondents May 30, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had failed to comply with a rental officer order to pay future rent on time, had accumulated additional rental arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs yet to be determined, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 5, 2019, by three-way teleconference. JLS, appeared representing the Applicant. CE and JC were personally served notices of the hearing May 30, 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

Evidence was presented establishing a residential tenancy agreement between the parties commencing November 1, 2016. The Applicant's representative confirmed that the Respondents are still occupying the rental premises. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15647 issued August 10, 2017, required the Respondents to pay rental arrears in the amount of \$5,540; required the Respondents to pay utilities in the amount of \$784.45; required the Respondents to pay future rent on time; required the Respondents to pay costs of repairs in the amount of \$24; terminated the tenancy agreement August 31, 2017, unless at least \$3,000 was paid towards the rental and utilities arrears; and evicted the Respondents from the rental premises September 1, 2017, if the termination of the tenancy agreement became effective. Despite the Respondents not quite making the required payments, the Applicant chose not to enforce the termination and eviction orders. The tenancy agreement was effectively reinstated as of September 1, 2017.

Rental arrears

The rent statement entered into evidence represents the Landlord's accounting of monthly rent and payments received against the Respondents' rent account. Rent was established at \$1,000 per month. Either insufficient payments or no payments were received in 14 of the last 22 months of the tenancy (since the last rental officer order was issued). Mathematical errors identified in the rent statement by the Rental Officer and the balance was corrected accordingly. The monthly rents for April, May, and June were added to the adjusted rent statement. The Applicant's representative testified that no further payments have been received since March 16, 2019.

I am satisfied the adjusted rent statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$13,016.70. Of that amount, \$7,476.70 has accumulated since the last rental officer order was issued. Rental Officer Order Number 15647 remains enforceable, so the order to pay rental arrears issued from today's hearing will only reflect the rental arrears accumulated since the last rental officer order was issued.

Damages

The Applicant's claim for damages is denied at this time as there is no evidence ready to support the claim. The Applicant had referenced paragraph 18(9)(b) of the Act to substantiate making a claim for an amount to be determined after the tenancy ended. However, that paragraph of the Act is speaking about the requirements and process for retaining the security deposit after the tenancy ends. It was clarified to the Applicant's representative that the tenancy must end first, and then an exit inspection must be conducted documenting the condition of the rental premises and identifying what damages are the Tenants' responsibility to repair, from which the statement of account respecting the retention of the security deposit could be made. If the Tenants' end up with an outstanding invoice and they choose not to pay it, then the Landlord may file an application to a rental officer seeking an order to pay the costs of repairs. The Applicant's representative acknowledged his misunderstanding of the purpose of section 18 of the Act.

Termination of the tenancy agreement and eviction

In light of the Respondents' continued failure to pay their rent, the Respondents' failure to comply with a rental officer order, 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 accumulated since the last rental officer order in the amount of \$7,476.70 (p. 41(4)(a));
- terminating the tenancy agreement June 30, 2019 (p. 41(4)(c));
- evicting the Respondents from the rental premises July 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 \$32.88 for each day they remain in the rental premises after June 30, 2019, to a maximum of \$1,000 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer