

IN THE MATTER between **SO**, Applicant, and **TS and GMC**, 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:

SO

Applicant/Landlord

-and-

TS and GMC

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 4, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SO, Applicant
TS, Respondent
GMC, Respondent

Date of Decision: July 4, 2019

REASONS FOR DECISION

An application to a rental officer made by SO as the Applicant/Landlord against TS and GMC as the Respondents/Tenants was filed by the Rental Office May 15, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondents May 22, 2019.

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, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 4, 2019, in Yellowknife. SO appeared as Applicant. TS and GMC appeared as Respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 1, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The rent ledger entered into evidence represents the Landlord's accounting of monthly rent and payments received against the Respondent's rent account. Rent was established at \$1,200 per month. Either insufficient payments or no payments were received in five 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.

I am satisfied the rent ledger accurately reflects the current status of the Respondents' 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 \$5,300. That amount represents approximately five months' rent.

Utilities

Paragraph 5 of the written tenancy agreement specifies that the rent only includes utility bills related to heating the rental premises. All other utilities are the Respondents' responsibility. The Applicant submitted a copy of the City of Yellowknife utility account transaction journal representing the water/garbage/sewer bill for the rental premises during the Respondents' tenancy. The account is currently in one of the Respondent's name and shows a balance owing of \$675.49 as of July 4, 2019.

The Applicant raised the concern regarding the utility arrears because should the arrears not be paid by December 31, 2019, the balance owing would be transferred to the Applicant's property tax account rendering him responsible for paying the Respondents' bill. The Respondents' did not dispute that they carried the claimed arrears, acknowledging the debt to the City and accepting responsibility for it. They committed to ensuring the utility bills were paid going forward.

I find the Respondents have failed to comply with their obligation to pay the water/garbage/sewer utility bill.

Termination of the tenancy agreement and eviction

In light of the Respondents repeated failure to pay the rent in full when due and the amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with all parties, the termination and eviction orders will be conditional on the Respondents paying at least \$1,200 towards the rental arrears by October 31, 2019, and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$5,300 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondents to comply with their obligation to pay the utility bills (p. 45(4)(a));

- terminating the tenancy agreement October 31, 2019, unless at least \$1,200 is paid towards the rental arrears and the monthly rents for July, August, September, and October are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises November 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer