

IN THE MATTER between **NPRLP**, Applicant, and **KT and CB**, 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-

KT and CB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 30, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant
<u>Date of Decision:</u>	July 30, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against KT and CB as the Respondents/Tenants was filed by the Rental Office May 28, 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 June 22, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleges 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 and termination of the tenancy agreement.

A hearing was scheduled for July 30, 2019, in Yellowknife. CDL appeared representing the Applicant. KT and CB were served notices of the hearing by email deemed received June 22, 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 June 1, 2017. 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 \$1,595 per month up to and including May 2019 and \$1,706.65 per month as of June 2019. Late payment penalties have been calculated in accordance with the Act, and late payment penalties of \$34 for July 2019 were added to the lease ledger balance. Either insufficient payments or no payments were received in five of the last 12 months of the tenancy.

The Applicant's representative confirmed that Income Assistance has been in contact with them regarding the Respondents' rent account. Apparently Income Assistance will be making rent payments on the Respondents' behalf going forward, and they are requesting a payment plan to resolve the accumulated rental arrears.

I am satisfied the adjusted lease 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 \$1,799.52. That amount represents just over one month's rent.

Termination of the tenancy agreement

In light of the Respondents' repeatedly 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 is justified. By agreement with the Applicant's representative, the termination order will be conditional on the Respondents paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$1,799.52 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy agreement October 31, 2019, unless the rental arrears are paid in full and the rents for August, September, and October are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer