

IN THE MATTER between **NPRLP**, Applicant, and **AA and AM**, 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-

AA and AM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 21, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant AM, Respondent
<u>Date of Decision:</u>	August 21, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against AA and AM as the Respondents/Tenants was filed by the Rental Office June 19, 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 August 12, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay rent 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 August 21, 2019, in Yellowknife. CDL appeared representing the Applicant. AM appeared as Respondent and on behalf of AA.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing in February 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 \$1,796 per month. Late payment penalties were calculated in accordance with the Act and Regulations. Rent was paid in full but late in eight of the last 12 months of the tenancy. Either insufficient payments or no payments were made in four of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. He explained that his co-tenant has been travelling for a few months and is not back until September 5, 2019. During his co-tenant's absence, the Respondent has found it difficult to maintain the rent payments by himself. He indicated that upon his co-tenant's return they should have no difficulty in resolving the remaining rental arrears and paying future rent on time.

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 in full when due and have accumulated rental arrears in the amount of \$1,701. That amount represents approximately one month's rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent in full when due, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be conditional on rents and rental arrears being paid in full.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$1,701 (p. 41(4)(a));
- requiring the Respondents to pay the rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement October 31, 2019, unless the rent for September is paid in full by September 15, 2019, the rent for October is paid in full by October 1, 2019, and the rental arrears are paid in full by October 31, 2019 (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