

IN THE MATTER between **NCHYP**, Applicant, and **DB and CL**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NCHYP**

Applicant/Landlord

-and-

**DB and CL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 8, 2021

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** RP, representing the Applicant

**Date of Decision:** September 8, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by NCHYP as the Applicant/Landlord against DB and CL as the Respondents/Tenants was filed by the Rental Office March 30, 2021. 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 Respondent by email deemed served August 9, 2021.

The Applicant claimed the Respondents had accumulated significant rental arrears and an order was sought for termination of the tenancy and eviction.

A hearing scheduled for May 12, 2021, was cancelled because the Rental Office did not receive satisfactory proof of service on both Tenants. A rescheduled hearing date of June 23, 2021, was cancelled by the Rental Officer because the Rental Officer was not available. The hearing was then rescheduled and held September 8, 2021, by three-way teleconference. RP appeared representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As the Respondents were served with notice of the hearing by email in accordance with the *Residential Tenancies Act* (Act) and Regulations, the hearing proceeded in the Respondents' absence as provided for under subsection 80(2) of the Act.

#### *Tenancy agreement*

Evidence was provided establishing a tenancy agreement between NPRLP and DB and CL for the period from September 1, 2018, to August 31, 2019, and then continuing month to month. At the hearing it was clarified that the Landlord is now known as NCHYP. The style of cause for this matter has been amended accordingly. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Previous Rental Officer Order #17062 issued on November 19, 2020 for this tenancy ordered: the Respondents to pay rental arrears of \$6,355; the Respondents to pay future rent on time; the termination of the tenancy on December 31, 2020, unless the rent for December was paid on time and the rental arrears were paid in full; and the eviction of the Respondents from the rental premises January 1, 2021, if the termination of the tenancy became effective.

Although the Respondents did not comply with the conditions of the termination order by failing to pay the rental arrears in full, the Applicant did not act on the termination and eviction orders. The Respondents remain in possession of the rental premises. The Applicant explained that in the transition between companies some matters were not addressed in a timely way resulting in the expiration of the previous eviction order. I pointed out the order for payment of rental arrears could still be enforced.

*Termination of the tenancy and eviction*

At the hearing it was clarified the Applicant is not seeking an order at this time for payment of the rental arrears accumulated since the last Rental Officer order was issued. They are mainly interested in obtaining an order terminating the tenancy and evicting the tenants.

The international lease ledger entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. The monthly rent is \$2,500. On September 8, 2021, just prior to the hearing, the Applicant provided the Rental office with an updated statement. I confirmed with the Applicant that these statements are available online to the tenants and can be accessed by them at any time.

According to the ledger the Respondents had not paid any rent in January, June, and July 2021, and they had not yet paid rent due for September. Also, the Respondents had only paid partial rent in February, March, and May 2021. As a result rental arrears have accumulated to the amount of \$10,030, including late payment penalties, since the last Rental Officer order was issued.

At the hearing the Applicant testified they had tried to follow up with the Respondents on their rental arrears on numerous occasions, but no effort had been made by the Respondents to enter into a payment plan. Most recently the Respondents had told them that they were seeking funding from the YWCA to pay off their rental arrears, but when the Applicant checked with the YWCA they had no record of this request.

In light of the Respondents' repeated failure to pay rent when due and the significant amount of rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified.

*Orders*

An order will issue:

- terminating the tenancy on September 30, 2021 (p. 41(4)(c)); and
- evicting the Respondents from the rental premises on October 15, 2021 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer