

IN THE MATTER between **NCHYP**, Applicant, and **WM and JS**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NCHYP

Applicant/Landlord

-and-

WM and JS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 2, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AM, representing the Applicant IA, representing the Applicant
<u>Date of Decision:</u>	November 2, 2021

REASONS FOR DECISION

The Respondents were personally served with notices of attendance but failed to appear at the hearing. The hearing was held in their absence.

The written tenancy agreement between the parties was made for a one-year term commencing on July 1, 2019, and was renewed on a monthly basis on expiry. The Applicant holds a security deposit of \$1,850 and the monthly rent for the premises is \$1,850 payable on the first day of each month.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay the full amount of rent. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents. The Applicant also alleged that the Respondents had two derelict vehicles on the property and sought an order requiring the removal of the vehicles.

The Applicant provided a ledger in evidence which indicated a balance of rent and penalties for late rent as at November 1, 2021, in the amount of \$6,749. The Applicant testified that the Respondents had promised to pay the arrears but had not presented any proposal to retire the debt. The Applicant also provided several photographs of the vehicles. One was missing wheels and had some body damage and the other had a broken windshield. Neither vehicle could be considered road-worthy.

I find the Respondents in breach of their obligation to pay rent and find rent arrears in the amount of \$6,749. In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order unless the rent arrears are paid in full.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$6,749 and terminating the tenancy agreement on December 15, 2021, unless the rent arrears (\$6,749) and the rent for December 2021 (\$1,850) have been paid in full. An eviction order shall become effective on December 16, 2021, unless the rent arrears and the December rent totalling \$8,599 have been paid on or before December 15, 2021.

The Respondents shall also be ordered to remove the derelict vehicles from the property or restore them to road-worthy condition.

Hal Logsdon
Rental Officer