

IN THE MATTER between **NF**, Applicant, and **MB and JB**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NF

Applicant/Landlord

-and-

MB and JB

Respondent/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 7, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RP, representing the Applicant MB, representing Respondents
<u>Date of Decision:</u>	September 7, 2022

REASONS FOR DECISION

An application to a rental officer made by NF as the Applicant/Landlord against MB and JB as the Respondents/Tenants was filed by the Rental Office May 16, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application along with notice of the hearing was served on the Respondents by email, deemed served on MB June 6, 2022, and JB June 23, 2022.

The Applicant alleged the Respondents had failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears owing, as well as termination of the tenancy agreement and eviction.

A hearing was held on June 29, 2022 in person. RP appeared representing the Applicant. The Respondents did not appear nor did anyone appear on their behalf. As the Respondents failed to appear after receiving sufficient notice of this hearing, under subsection 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in their absence.

The hearing was adjourned to allow the Applicant to provide a copy of the tenancy agreement and to give him an opportunity to have further discussions with the Respondents about their arrears. A hearing was scheduled for September 7, 2022, by three-way teleconference, to resume consideration of this application, and notices were provided to the parties. RP appeared representing the Applicant. MB appeared representing both Respondents.

Tenancy agreement

Although a written copy of the tenancy agreement was not provided, both the Applicant and Respondent agreed that a residential tenancy agreement existed and continued month to month. The current rent is \$2,060 per month.

I am satisfied a valid tenancy agreement is in place in accordance with *Residential Tenancies Act* (the Act).

Rental arrears

An updated statement dated September 6, 2022 was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondents' account.

According to the statement provided, after not paying their full rent when due, the Respondents have accumulated rental arrears owing totalling \$6,565. This amount includes late payment penalties. After the hearing, I reviewed the late payment penalties charged again and found errors not discussed at the hearing. In April 2022 - late payment penalties were charged three times, and July 2022 the \$5.00 late payment penalty was charged twice. When late payment penalties charged in error totalling \$77 are deducted, the total rental arrears owing are now \$6,488.

Termination and eviction

The Applicant testified and provided evidence that during their tenancy the Respondents had paid only part of their rent or no rent in some months, leading to the current rental arrears owing. They had tried to contact them previously to discuss the arrears but were not successful. After the hearing was adjourned in June 2022, they were able to talk to the Respondents about dealing with the arrears.

The Respondent verified this discussion and testified that they taking this more seriously. They were taking steps to pay their rent and arrears including making a payment of \$2,000 by the end of the week, and then sticking to a payment plan. The Applicant agreed to provide more time for them to pay, but was clear that rent needed to be paid each month and all arrears cleared up by December 2022.

Based on the evidence and testimony, I am satisfied the Respondents have repeatedly breached their obligation under the Act and termination of the tenancy agreement and eviction are justified. However, with the agreement of the Applicant, and considering the commitments made by the Respondents, I will order termination of the tenancy agreement on December 31, 2022, unless the Respondents pay the full amount of rental arrears owing and pay rent on time for October, November and December 2022. If the tenancy is terminated then eviction will follow on January 15, 2023.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,488 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future(p. 41(4)(b));
- terminating the tenancy agreement on December 31, 2022, unless rental arrears are paid in full and rent for October, November and December 2022, is paid on time (p. 41(4)(c) and ss. 83(2)); and
- if the tenancy agreement between the parties is terminated in accordance with this order the Respondents are evicted from the rental premises on January 15, 2023(p. 63(4)(a) and 83(2)).

Janice Laycock
Rental Officer