

IN THE MATTER between **NTHC**, Applicant, and **PQ and KA**, 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 **community of Gameti in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

PQ and KA

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 26, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	EN and MZ, representing the Applicant PQ and KA, Respondents
<u>Date of Decision:</u>	October 26, 2022

REASONS FOR DECISION

An application to a rental officer made by the GHA on behalf of the NTHC as the Applicant/Landlord against PQ and KA as the Respondents/Tenants was filed by the Rental Office on August 29, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The filed application was personally served on the Respondents on September 7, 2022.

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

A hearing was held on October 26, 2022, by teleconference. EN and MZ appeared representing the Applicant. The Respondents, PQ and KA, appeared.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for market housing commencing on May 1, 2020, and continuing month to month. At the time of the hearing, the rent was \$1,650 per month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

An updated lease balance statement dated October 18, 2022, was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondents' account. At the hearing, the Applicant testified no further payments had been made against the Respondents' account since this statement.

According to the lease balance statement, the balance owing on October 18, 2022 was \$5,375. This amount included a charge of \$300 for a pet deposit. At the hearing, the Applicant testified this amount had been paid and the rental arrears owing are currently \$5,375.

Termination of the tenancy agreement and eviction

At the hearing, the Applicant testified the Respondents had agreed on a payment plan to pay off their rental arrears. In addition to their rent, they agreed to pay \$500 every two weeks until the arrears are paid in full. The Applicant stated they were willing to give the Respondents until the end of January to pay off at least \$3,000 of the amount owing on the rental arrears and to pay their rent when due. The Respondents did not dispute the amount owing, and confirmed the agreement to pay rent and also pay \$500 every two weeks until their rental arrears were paid in full.

Based on the evidence, I am satisfied that termination of the tenancy agreement and eviction are justified. According to the lease balance statement, the tenants have not had a zero balance on their account since October 2021 and have repeatedly not paid their full rent when due. They have repeatedly breached their obligation under the Act.

However, considering the willingness of the Applicant to give them another opportunity and the agreement that has been reached between the parties, I will order a conditional termination of the tenancy agreement on January 31, 2023, with eviction to follow on February 1, 2023, if the conditions are not met. If the Respondents pay at least \$3000 against their rental arrears by the end of January 2023, and pay their rent on time for November, December 2022 and for January 2023 their tenancy will continue.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$5,375 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time (p. 41(4)(b));
- terminating the tenancy agreement on January 31, 2023, unless at least \$3000 is paid on the rental arrears and the rent for November, December 2022, and January 2023, 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 February 1, 2023 (p. 63(4)(a) and 83(2)).

Janice Laycock
Rental Officer