

IN THE MATTER between **UMCPM**, Applicant, and **MK**, Respondent;

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:

UMCPM

Applicant/Landlord

-and-

MK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 2, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DC and CI representing the Applicant

Date of Decision: August 2, 2023

REASONS FOR DECISION

An application to a rental officer made by UMCPM as the Applicant/Landlord against CM and MK as the Respondents/Tenants was filed by the Rental Office April 24, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served, by email, on the Respondents on April 30, 2023.

The Applicant claimed the Respondent had repeatedly failed to pay rent when due and had accrued arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held on June 7, 2023, by teleconference. DC appeared representing the Applicant. The Respondents, CM and MK, appeared at the hearing. This hearing was adjourned to allow the Applicant more time to provide further information to support their claim including:

1. a detailed statement going back to September 2022, showing rent charged and any payments made, along with the dates the payments were made;
2. if claiming costs for unpaid utilities, a detailed statement needs to be provided along with utility statements; and
3. proof of service on the Respondents.

I also requested that the Respondents provide information to support their testimony concerning the tenancy agreement.

The hearing resumed on August 2, 2023, by teleconference. DC and CI 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 the hearing, the hearing proceeded in their absence, as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

At the hearing, it was clarified that the rental premises were located in Yellowknife, and the correct spelling of M's last name is K, not K.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement with CM commencing on August 7, 2020, and continuing month to month. At the hearing, the Respondents testified that they had separated, CM had given notice to the Landlord in September 2022 of his intention to terminate his tenancy, he had vacated the rental premises at the end of September 2022, and MK alone continued to occupy the rental premises.

.../3

When the hearing in June 2023 adjourned, I asked the Respondents to provide a copy of the notice of

termination, as well as any related correspondence with the Landlord. No further information was provided.

At the hearing, the Applicant testified they did not know when CM had vacated the rental premises and had attempted to enter into a tenancy agreement with MK but did not receive the required paperwork including a credit check. Despite this, MK continued to occupy the rental premises.

Under subsection 9(1) of the Act, "A tenancy agreement may be oral, written or implied". I believe, based on the testimony of the parties, although a written agreement was not signed, an agreement was implied. MK assumed the tenancy on October 1, 2022, after CM gave notice and vacated the rental premises. This implied agreement continued month to month, and the rent was \$2,095 per month.

Rental arrears

Prior to the resumption of the hearing, the Applicant provided a detailed statement of the rental account from October 1, 2022, to June 1, 2023. The statement represents the Landlord's accounting of monthly rents and payments made against the account during the MK's tenancy. According to the statement and explanation provided, the Respondent repeatedly did not pay their rent when due and owed \$11,623.28 on June 1, 2023.

At the hearing, the Respondent testified that no rent had been paid for June and the Respondent currently owed rent for July (\$2,095) and August 2023 (\$2,095). Their arrears now total \$15,813.28.

Month	Rent Charged	Rent Paid	Balance	Comments
October 2022	\$2,095	\$2,095	\$0	
November 2022	\$2,095	\$0	\$2,095	Payment NSF
December 2022	\$2,095	\$0	\$4,190	
January 2023	\$2,095	\$946.72	\$5,338.28	Payment from GNWT Income Assistance
February 2023	\$2,095	\$0	\$7,433.28	
March 2023	\$2,095	\$2,095	\$7,433.28	Payment from NTHC rent for Nov applied when paid - remainder payment applied to utilities.
April 2023	\$2,095	\$0	\$9,528.28	
May 2023	\$2,095	\$2,095	\$9,528.28	Payment Jan made in May
June 2023	\$2,095	\$0	\$11,623.28	
July 2023	\$2,095	\$0	\$13,718.28	
August 2023	\$2,095	\$0	\$15,813.28	

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Termination of the tenancy agreement and eviction

At the hearing in June 2023, the Respondent testified they were now working and would be able to pay the rent, however, despite these assurances, they did not pay any rent for June, July, or August 2023. During their eleven-month tenancy, beginning in October 2022, they did not pay any rent in seven of the months. I am satisfied that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$15,813.28 (p. 41(4)(a));
- terminating the tenancy agreement on August 31, 2023 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on or after September 1, 2023 (p. 63(4)(a)).

Janice Laycock
Rental Officer