

IN THE MATTER between **NRR**, Applicant, and **ALW and CW**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

ALW AND CW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 2, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CC, representing the Applicant
ALW, representing the Respondent
CW, representing the Respondent

Date of Decision: July 2, 2024

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against ALW and CW as the Respondents/Tenants was filed by the Rental Office May 8, 2024. 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 email on May 16, 2024.

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

A hearing was scheduled for July 2, 2024, in Yellowknife by three-way-teleconference. CC appeared representing the Applicant. ALW and CW appeared representing the Respondents.

Tenancy Agreement

Evidence was presented establishing a fixed term residential tenancy agreement between the parties commencing December 1, 2022 and running to November 30, 2023. After which time, the tenancy became a month-to-month tenancy. The tenancy agreement was only signed by the Landlord's representative. I am satisfied a valid tenancy agreement is in place in accordance with subsection 9(4) of the *Act*.

Rental Arrears

The lease balance statement entered into evidence represents the Landlords's accounting of the monthly assessed rents and payments made against the Respondent's rent account. The lease balance statement indicates the tenants current calculated rent is \$1,685. The last time the tenant was not in arrears was December 3, 2023. The Respondent's did not dispute the arrears. ALW testified she was struggling with work and having a hard time paying down the rent and arrears. CW testified she would like to enter into a payment plan. CW also testified she co-signed the tenancy agreement, did not live there, and she did not know of the missed payments.

In review of the lease balance statement, Canadian National Housing Benefits (CNHB) was assisting with the rent payments. The last payment made by CNHB was April 30, 2024. The lease balance statement for June 30, 2024 shows a rental arrears balance of \$8,572.71, which equates to five months of unpaid rent. I am satisfied the Respondents repeatedly failed to pay the full amount of the rent when due and find the Respondents have accumulated rental arrears in the amount of \$8,572.71.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay rent when required, the amount of accumulated rental arrears, I am satisfied the termination of tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction will be conditional on the Respondents making payment towards the arrears by the end of July and further payments towards the arrears.

Orders

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$8,572.71 (p. 41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b));
- termination of the tenancy:
 - (a) July 31, 2024, unless there is \$4,000 paid towards the arrears and the monthly rent for July is paid in full;
 - (b) August 31, 2024, unless \$914.54 is paid towards the arrears and the monthly rent for August is paid in full and on time;
 - (c) September 30, 2024, unless \$914.54 is paid towards the arrears and the monthly rent for September is paid in full and on time;
 - (d) October 31, 2024, unless \$914.54 is paid towards the arrears and the monthly rent for October is paid in full and on time;
 - (e) November 30, 2024, unless \$914.54 is paid towards the arrears and the monthly rent for November is paid in full and on time; and
 - (e) December 31, 2024, unless \$914.54 is paid towards the arrears and the monthly rent for November is paid in full and on time (p.41(4)(a), p. 41(4)(c), ss. 83(2)).

- evicting the Respondents from the rental premises:
 - (a) August 1, 2024, if the termination of the tenancy becomes effective July 31, 2024;
 - (b) September 1, 2024, if the termination of the tenancy becomes effective August 31, 2024;
 - (c) October 1, 2024, if the termination of the tenancy becomes effective September 30, 2024;
 - (d) November 1, 2024, if the termination of the tenancy becomes effective October 31, 2024;
 - (e) December 1, 2024, if the termination of the tenancy becomes effective November 30, 2024; and
 - (e) January 1, 2025, if the termination of the tenancy becomes effective December 31, 2024; (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer