

IN THE MATTER between **NRR**, Applicant, and **RL and AL**, 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-

RL AND AL

Respondent/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 14, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SM, representing the Applicant
<u>Date of Decision:</u>	November 14, 2024

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against RL and AL as the Respondents/Tenants was filed by the Rental Office July 19, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondents on September 18, 2024.

The Applicant alleged the Respondents breached the terms of the tenancy agreement, failed to pay rent on time and in full, resulting in the accumulation of rental arrears. An order was sought for the payment of arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 4, 2024, but was rescheduled due to the Applicant not meeting the time line for service. All parties were provided notice of the rescheduled hearing. The hearing proceeded on November 14, 2024, by three-way teleconference. SM appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. As the Respondents were served notice of the rescheduled hearing by email and deemed served on November 2, 2024, the hearing proceeded in their absence as provided for under subsection 80(2) of the Residential Tenancies Act (the Act). I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence provided establishing a fixed term tenancy agreement between the parties from February 1, 2021 to January 31, 2022. The fixed term tenancy was renewed for one year then subsequently became a month-to-month tenancy. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

Rental arrears

The lease ledger entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondents' rental account from the start of the tenancy. At the start of the tenancy, the rent charged was \$1,460.00 and at the time of the application the rent had increased to \$1,625.00.

The ledger noted the last the Tenants were in a zero or positive balance was September 1, 2022. In the twelve months prior to the application, the tenants missed or under paid multiple months of the rent.

The ledger also indicated charges for unpaid lockouts and lock changes in the amount of \$480.00. These charges are not considered rental arrears and were not requested in the application.

To support the Landlord's claim, an October 22, 2024 email was provided containing a tenancy history between the parties. The history contained numerous letters sent regarding arrears, and an updated lease ledger. The updated lease ledger shows that as of July 2024, the Tenants paid \$4000.00 towards the rent and arrears.

Also submitted into evidence was a November 13, 2024 lease ledger showing a payment of \$800.00 towards the rent and a balance owing against the rent account in the amount of \$18,070.20. After removing the \$480.00 for the lockout and lock changes, I find the Tenants have accumulated rental arrears in the amount of \$17,590.20. At the current rent charge that equates to more than 10.5 months of unpaid rent.

I am satisfied the lease ledger accurately reflects the current status of the Tenants' rent account. I find the Tenants have repeatedly failed to pay rent in full when due.

Termination of the tenancy agreement and eviction

The Landlord's representative testified due the Tenants not adhering to the tenancy agreement a financial strain been incurred by the Landlord. The Landlord also indicated they would be willing to enter into a conditional termination of the tenancy agreement.

In consideration of the evidence and testimony presented, I find the Tenants repeatedly failed to pay their rent and accumulated substantive rental arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified. I am satisfied the proposed conditional termination and eviction order are reasonable and justified.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$17,590.20 (p. 41(4)(a));
- requiring the Tenants to pay their future rent on time (p. 41(4)(b));
- terminating the tenancy agreement on December 15, 2024, unless the rental arrears of \$17,590.20 are paid in full, the rent for November 2024 is paid in full, and the rent for December 2024 is paid in full and on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenants from the rental premises on December 16, 2024 should the termination of the tenancy agreement become effective (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer