

IN THE MATTER between **CM**, Applicant, and **AB and SB**, 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:

CM

Applicant/Landlord

-and-

AB AND SB

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 28, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CM, representing the Applicant
<u>Date of Decision:</u>	November 28, 2024

REASONS FOR DECISION

An application to a rental officer made by CM as the Applicant/Landlord against AB and SB as the Respondents/Tenants was filed by the Rental Office October 31, 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 November 9, 2024.

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

A hearing was held November 28, 2024, by three-way teleconference. CM appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. The Respondents were served notice of the hearing on November 9, 2024. The hearing proceeded in the Respondents absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. Due to the severity of the claim, I reserved my decision for the Applicant to provide an updated account statement and to further review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties commencing on April 16, 2024 and ending on April 16, 2025. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

From this point forward the Applicant/Landlord will be known as the Landlord and the Respondents/Tenants will be known as the Tenants.

Rental arrears

The Landlord entered into evidence an "Account Statement" representing the Landlord's accounting of the rent and payments received against the Tenants' rental account since the start of the tenancy to the application date. In accordance with the tenancy agreement, the statement showed the monthly rent charged was \$3,300.00 broken into two monthly payments of \$1,650.00 due on the 1st month 15th of the month.

The statement shows the Tenants consistently missed or failed to maintain payments on the dates due in accordance with the tenancy agreement, resulting in the accumulation of \$5,154.57 in rental arrears equating to more than 1.5 months of unpaid rent at the time of the application.

To support the Landlord's claim were electronic transfers from the Tenants and bank deposits showing the time and dates payments were made and text messages between the Landlord and Tenants requesting payment to be made in accordance with the schedule outlined in the tenancy agreement.

The Landlord testified since the application, the Tenant's failed to pay towards October and November rent and the Landlord received notice from the city of Yellowknife of unpaid utilities. The Landlord also testified one Tenant is not communicating with them and has blocked their calls.

The Landlord also stated they had received notice from the city of Yellowknife regarding outstanding utilities and should the utilities bill not be addressed before December 31, 2024, city provided utilities would be cut off.

Upon request, an updated "Account Statement" was provided. The statement supported the Landlord's claim for nonpayment. The updated statement of account included the rent for December.

As the hearing was in November, the December rent cannot be factored as arrears. I find the Tenants have accumulated rental arrears in the amount of \$8,454.57 which equates to more than 2.5 months of unpaid rent.

I am satisfied the "Account Statement" accurately reflects the current status of the Tenants rent account. I find the Tenants repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$8,454.57.

Utilities

The Landlord testified they had received notice from the city of Yellowknife the utilities account is in default and must be addressed before December 31, 2024 or the utilities would be disconnected. As no amendment to the application had been completed, the Landlord was advised this claim cannot be addressed in this hearing.

Termination of tenancy agreement and eviction

In consideration of the testimony and evidence presented, the Tenants repeated failure to pay rent on time or in full, resulting in the accumulation of rental arrears, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenants to pay rental arrears in the amount of \$8,454.57 (p. 41(4)(a));
- terminating the tenancy agreement on December 15, 2024 (p.41(4)(c));
- evicting the tenants from the rental premises on December 16, 2024 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer