

IN THE MATTER between **Jodphur Holdings Ltd.**, Applicant, and **Jerry Blanchard and Trina Blanchard**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the city of Yellowknife in the Northwest Territories**.

BETWEEN:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

- and -

JERRY BLANCHARD and TRINA BLANCHARD

Respondents/Tenants

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate January 31, 2016, and the respondents must vacate the rental premises on or before that day, unless the monthly rents for November, December, and January are paid on time.

3. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 3, the respondents will be evicted from the rental premises known as #11, 416 Byrne Road, in Yellowknife, Northwest Territories, on February 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of October 2015.

Adelle Guigon
Deputy Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

-and-

JERRY BLANCHARD and TRINA BLANCHARD

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 7, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Linda Smith, representing the applicant Trina Blanchard, respondent
<u>Date of Decision:</u>	October 7, 2015

REASONS FOR DECISION

An application to a rental officer made by Jodphur Holdings Ltd. as the applicant/landlord against Jerry Blanchard and Trana Blanchard as the respondents/tenants was filed by the Rental Office August 13, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as #11, 416 Byrne Road, in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents August 13, 2015.

The applicant alleged the respondents had accumulated rental arrears and had been repeatedly late paying the full amount of rent when due. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 7, 2015, in Yellowknife, Northwest Territories. Ms. Linda Smith appeared representing the applicant. Ms. Trina Blanchard appeared as respondent.

Preliminary matters

The application to a rental officer identified the respondents as Jerry Blanchard and Trana Blanchard. The written tenancy agreement identifies the respondents as Jerry Blanchard and Trina Blanchard. Ms. Blanchard confirmed the application reflected the incorrect spelling of her first name and the parties agreed the application should be amended accordingly. The application and style of cause going forward will identify the respondents as Jerry Blanchard and Trina Blanchard.

Tenancy agreement

The parties agreed and evidence was submitted establishing a residential tenancy agreement between them for the rental premises known as #11, 416 Byrne Road, in Yellowknife, Northwest Territories. The tenancy commenced June 25, 2014, with a monthly rent of \$1,200. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The parties agreed and evidence was presented establishing that at the time of filing the application the respondents were carrying rental arrears. As of the hearing date, those arrears had been resolved and the respondents rent account carried a zero balance.

The evidence presented by the landlord establishes the respondents were late paying the rent no less than nine times since commencement of the tenancy. Ms. Blanchard did not dispute this allegation. She acknowledged their failure to pay the full amount of rent when due on a regular basis, citing financial difficulties this fiscal year. Since the filing of the application, Ms. Blanchard has secured employment with increased income and both she and Mr. Blanchard are employed. They do not anticipate having any further issues going forward with satisfying their obligation to pay the rent.

I find the respondents have repeatedly failed to pay the full amount of their rent when due.

Termination of the tenancy agreement and eviction

The respondents' repeated failure over the course of their tenancy to pay the full amount of rent when due justifies termination of the tenancy agreement and eviction. Ms. Smith reiterated her request for the termination and eviction on the grounds that the landlord has not been able to rely on the respondents to fulfill their obligation respecting payment of the rent, but conceded to permitting the respondents an opportunity to prove their reliability on this matter and amended their request for termination and eviction to be conditional on the respondents' successful payment of monthly rents on time. Ms. Blanchard was not opposed to this proposal, understanding and appreciating the landlord's reasons for the request.

I am satisfied that termination of the tenancy agreement and eviction are justified, and that conditional termination and eviction on the successful payment of monthly rents on time is appropriate under the circumstances.

Orders

An order will issue requiring Mr. Jerry Blanchard and Ms. Trina Blanchard to pay their rent on time in the future; terminating their tenancy agreement January 31, 2016, unless the monthly rents for November, December, and January are paid on time; and evicting them from the rental premises February 1, 2016, if the termination of the tenancy comes into effect.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential tenancy agreement commencing June 25, 2014

Exhibit 2: 16 rent receipts dated from July 1, 2014, to July 17, 2015

Exhibit 3: Applicant's notice to respondent dated December 28, 2014

Exhibit 4: Rent payment record with copy of hand-written note from respondent

Exhibit 5: Applicant's undated notice to respondent