

IN THE MATTER between **S.I.**, Applicant, and **J.J.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

S.I.

Applicant/Landlord

-and-

J.J.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 15, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	O.D., representing the applicant J.J., respondent
<u>Date of Decision:</u>	June 15, 2016

REASONS FOR DECISION

An application to a rental officer made by S.I. as the applicant/landlord against J.J. as the respondent/tenant was filed by the Rental Office January 20, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent February 23, 2016.

The applicant alleged the respondent had been repeatedly late paying the full amount of rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears, late payment penalties, and termination of the tenancy agreement.

A hearing was scheduled for March 22, 2016, by three-way teleconference. Ms. O.D. appeared representing the applicant. Mr. J.J. appeared as respondent. Neither party was fully prepared with supporting evidence for the hearing to proceed, therefore, the hearing was adjourned *sine die*.

The hearing was re-scheduled for June 15, 2016, by three-way teleconference. Ms. O.D. appeared representing the applicant. Mr. J.J. appeared as respondent.

Previous orders

Rental Officer Order Number 10-14148 dated July 28, 2014, required the respondent to pay rental arrears in the amount of \$1,288 and to pay his future rent on time.

Tenancy agreement

The parties agreed and evidence was presented establishing an oral tenancy agreement between them commencing November 2013. 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 applicant submitted into evidence a rent account statement representing the landlord's accounting of monthly rent and payments received against the respondent's rent account. The respondent disputed the accuracy of the rent account statement, arguing that some payments he has made were not reflected in the accounting. The applicant's representative confirmed that subsequent to submitting the rent account statement additional payments were 'found' which alter the balance owing. The respondent did not provide evidence of the payments he has made against his rent account. The parties did agree that the rent has not always been paid on time or in full and that there are rental arrears, but they could not agree on the amount of rental arrears.

I am not satisfied the rent account statement accurately reflects the current status of the respondent's rent account, nor am I able to ascertain the true amount of rental arrears. I am satisfied that the respondent has been repeatedly late paying his rent throughout his tenancy, including after Rental Officer Order Number 10-14148 was issued.

Termination of the tenancy agreement and eviction

As I am unable to assess the full extent of rental arrears at this time I cannot determine justification for termination of the tenancy agreement and eviction. Should the applicant and respondent successfully get their respective records in order from which an accurate or at least agreed upon accounting of rental arrears can be determined then the landlord may make a new application to a rental officer to consider payment of rental arrears, termination of the tenancy agreement, and eviction.

Order

An order will issue requiring the respondent to pay his future rent on time.

Adelle Guigon
Rental Officer