

IN THE MATTER between **AF and DS**, Applicant, and **ER**, 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:

**AF and DS**

Applicants/Landlords

-and-

**ER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 27, 2016

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AF, applicant  
ER, respondent

**Date of Decision:** November 2, 2016

**REASONS FOR DECISION**

An application to a rental officer made by AF and DS as the applicants/landlords against ER as the respondent/tenant was filed by the Rental Office June 1, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 9, 2016, as well as sending a copy by email on June 7, 2016.

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

A hearing was scheduled for September 27, 2016, in Yellowknife, Northwest Territories. Ms. AF appeared as applicant. Ms. ER appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing May 1, 2016. The rent was set out at \$2,200 plus utilities. The written tenancy agreement was signed by both parties. 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 rental arrears, including utilities, had accumulated to date in the amount of \$4,400.35. I am satisfied the respondent has repeatedly failed to pay the full amount of her rent when due. I find the respondent has accumulated rental arrears in the amount of \$4,400.35.

*Termination of the tenancy agreement and eviction*

The applicant testified that the rent charged for the rental premises is just enough to cover the mortgage payments on the property and that the landlord earns no profit from renting out the premises. It was understood at the commencement of the tenancy that the respondent would be able to afford the rent by securing a roommate to help pay it. The respondent had made assurances at commencement that the rent would be paid as required and on time. The applicant indicated she felt deceived as the rent payments were delayed from the start of the tenancy. A zero balance was not achieved on the respondent's rent account until July 25, 2016.

Although the utilities were paid for August in full on August 3<sup>rd</sup> and for September less \$0.35 on September 6<sup>th</sup>, the \$2,200 rent for each of those months has not been paid, resulting in the aforementioned rental arrears of \$4,400.35. The applicant testified that she cannot afford to carry the respondent's rent.

The applicant further indicated that, other than failing to meet her obligation to pay rent, the respondent is a good tenant. The applicant would be willing to permit the tenancy to continue if the respondent were able to resolve the arrears and pay her rent on time, but she has very little confidence this will occur. As such, she has requested the termination of the tenancy agreement and eviction.

The respondent acknowledged her debt and her failure to comply with her obligation to pay her rent as required. She admitted she has a hearing disability which limits her work options and affects her income. Changes to her employment have also contributed to her financial difficulties. She has a service dog to support her daily needs.

The respondent moved to Yellowknife from Calgary with expectations of earning more money. When the current rental premises became available its size more than suited her needs and she anticipated having a roommate reside with her. The roommate did not work out. The respondent is loath to leave the rental premises as its size and design meets her aesthetic needs, she is comfortable there, and her service dog is permitted. She has made some efforts to seek alternate accommodations but has not been successful finding a comparable premises which suits her needs and accommodates pets.

The respondent indicated she has had no real support unless she asks for it, but she does not want to be dependent on others. She has chosen not to pursue assistance from public housing after learning how much personal information they would require from her.

The respondent has recently secured additional part-time employment in an effort to meet her rent obligations; however, the part-time employment does not guarantee a particular number of hours of work and therefore cannot guarantee her a particular amount of income. A review of her anticipated income suggests she still cannot afford the current rental premises.

Representatives of the Yellowknife Housing Authority happened to be present for their own rental hearings and the respondent was encouraged to at least have a conversation with them at some point to see what types of programs might be available for the respondent to access.

I reserved my decision and after careful consideration of the matter, I cannot ignore the substantial breach of the tenancy agreement and the Act the respondent has incurred by failing to pay her rent in full when due and accumulating rental arrears. It is clear the respondent cannot afford the accommodations she is currently residing in, and the applicant cannot afford to reduce the rent for the premises to accommodate the respondent. The tenancy agreement clearly sets out the expectations for rent and the respondent signed her agreement to comply with those expectations. Having failed to do so, I find the applicant's request to terminate the tenancy and evict the respondent is justified and will be so ordered.

#### *Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$4,400.35; terminating the tenancy agreement November 30, 2016; and evicting the respondent from the rental premises December 1, 2016.

I would remind the respondent that, although I can only issue an order for payment of the rental arrears accumulated as of the hearing date, she is still obligated to pay her rent for October and November as well. Should the respondent fail to pay her rent for October and November, the applicant may file a new application to a rental officer for an order to pay any additional rental arrears which may have accumulated since September 27, 2016.

---

Adelle Guigon  
Rental Officer