

IN THE MATTER between **IDC**, Applicant, and **LK**, 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:

**IDC**

Applicant/Landlord

-and-

**LK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 13, 2016

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

**Appearances at Hearing:** TG, representing the applicant  
LK, respondent

**Date of Decision:** September 13, 2016

**REASONS FOR DECISION**

An application to a rental officer made by IDC as the applicant/landlord against LK as the respondent/tenant was filed by the Rental Office June 3, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 13, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent on time and had accumulated rental arrears. An order was sought for payment of rental arrears, that future rent be paid on time, and for conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for September 13, 2016, in Inuvik, Northwest Territories. The rental officer appeared by telephone. Ms. TG appeared representing the applicant. Mr. LK appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing May 1, 2015. 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 statements of account entered into evidence represent the landlord's accounting of monthly rents and payments made against the respondent's rent account. The respondent did not dispute the accuracy of the accounting. I am satisfied the statement of account dated September 13, 2016, accurately reflects the current status of the respondent's account.

The respondent's monthly rent is \$1,650. The statements support the applicant's claim that the respondent has repeatedly failed to pay the full amount of his rent when due. The respondent did not dispute this allegation, acknowledging his failure and the accumulated rental arrears. The respondent explained he works seasonally, with his full-time work usually occurring during the winter months. He confirmed he is now receiving employment insurance payments and anticipates being able to resolve his arrears in relatively short order. The respondent acknowledged his responsibility to pay his full rent when due.

I am satisfied the respondent has repeatedly failed to comply with his obligation to pay the full amount of his rent when due. I find the respondent has accumulated rental arrears in the amount of \$4,725.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's repeated failure to pay his rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified, but I am in agreement with the applicant that the termination and eviction should be conditional on the respondent's successful payment of his rent on time and payment in full of the rental arrears.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$4,725; requiring the respondent to pay his future rent on time; terminating the tenancy agreement December 31, 2016, unless the rental arrears are paid in full and the rents for October, November, and December are paid on time; and evicting the respondent January 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer