

IN THE MATTER between **YKDPM**, Applicant, and **TR**, 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:

**YKDPM**

Applicant/Landlord

-and-

**TR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 22, 2017

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

**Appearances at Hearing:** CW, representing the applicant  
TR, respondent

**Date of Decision:** March 22, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by YKDPM as the applicant/landlord against TR as the respondent/tenant was filed by the Rental Office December 7, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served the filed application on the respondent December 12, 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, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 22, 2017, in Yellowknife, Northwest Territories. CW appeared representing the applicant. TR appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing November 4, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The tenant aged details entered into evidence represent the landlord's accounting of monthly rent and payments made against the respondent's rent account. The rent was established at \$1,750 per month. The last three payments made against the rent account were recorded: March 8, 2017, in the amount of \$1,750; February 8, 2017, in the amount of \$1,750; and January 13, 2017, in the amount of \$1,750. The applicant has applied late payment penalties against the rent account calculated in accordance with the Act and the *Residential Tenancies Regulations* (the Regulations). The amount of accumulated rental arrears represents the unpaid late payment penalties.

The respondent did not dispute the accuracy of the account, accepting responsibility for the amount of rental arrears claimed. The respondent further testified that her rent is actually paid on her behalf by the Income Support Program (ISP), but acknowledged that it was being received as late as it has been because she has not been diligent in attending the ISP office on or about the 1<sup>st</sup> of each month to facilitate payment being processed as early as possible.

I am satisfied the tenant aged details accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of rent when due and has accumulated rental arrears in the amount of \$62.

#### *Disturbances*

At hearing, the applicant's representative introduced evidence of complaints of disturbances occurring in the residential complex. The complaints referred to non-tenants entering the residential complex in various states of intoxication and confusion, being loud, causing damage, and knocking on doors other than the respondent's, looking for things. Allegations were made suggesting these persons were looking for the respondent's apartment, but no direct evidence was entered to substantiate the allegation. The respondent acknowledged being aware that there were persons causing these disturbances entering the building, but disputed that she was the party who permitted them to enter. The respondent did not receive any prior notice of the disturbance complaints. The respondent did acknowledge that on occasion she or her guests within her apartment could be a little loud, and she agreed that an order to comply with her obligation not to cause disturbances would be appropriate.

#### *Termination of the tenancy agreement and eviction*

Under the above described circumstances, I am not satisfied that termination of the tenancy agreement and eviction are justified. The respondent was cautioned, however, that should more substantial arrears accumulate or disturbances which could be connected to her or her guests continue or escalate that a subsequent application made by the landlord may be more successful in achieving a termination and eviction order.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$62; requiring the respondent to pay her future rent on time; and requiring the respondent to comply with her obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex.

---

Adelle Guigon  
Rental Officer