

IN THE MATTER between **TEL**, Applicant, and **WB**, 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:

**TEL**

Applicant/Landlord

-and-

**WB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 17, 2017

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

**Appearances at Hearing:** KY, representing the applicant  
JK, representing the applicant

**Date of Decision:** August 17, 2017

**REASONS FOR DECISION**

An application to a rental officer made by TEL as the applicant/landlord against WB as the respondent/tenant was filed by the Rental Office March 28, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by email deemed received April 3, 2017.

The applicant alleged the respondent had repeatedly failed to pay 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 initially scheduled for June 28, 2017, in Yellowknife. The applicant requested a postponement of the hearing date as the parties had come to an agreement for the respondent to resolve his arrears and pay his rent under a payment plan. The applicant wished to provide the respondent with an opportunity to show he could comply with terms of their agreement. Under the circumstances, the postponement was granted and all parties were notified by email.

The hearing was rescheduled to August 9, 2017, in Yellowknife. The respondent contacted the Rental Office indicating that he just started a two-week rotation with one of the diamond mines and would not be available for the August 9<sup>th</sup> hearing date. He requested a postponement to anytime between August 16<sup>th</sup> and August 25<sup>th</sup>. Under the circumstances, the postponement was granted.

The hearing was finally rescheduled to August 17, 2017, in Yellowknife. The parties were notified by email of the new date. The emails were deemed received by both parties July 28, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). KY and JK appeared representing the applicant. WB did not appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties commencing August 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

The applicant's representatives testified and provided evidence establishing that the respondent had repeatedly failed to pay the full amount of his rent when due throughout his tenancy. The applicant notified the respondent regularly of his arrears and reminding him of his obligations.

The applicant made numerous attempts to work with the respondent and provide alternatives to help him ensure his rent was paid and to resolve his arrears, including researching financial assistance resources. The applicant had originally filed an application against the respondent in October 2016 which was subsequently withdrawn when the parties had come to a mutual agreement from which the applicant believed the respondent would comply with a payment plan. When the respondent failed to do so, the current application was filed. Further opportunities to resolve this matter prior to hearing were provided, without success.

I am satisfied the applicant has accurately represented the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent in full and on time. I find the respondent has accumulated rental arrears in the amount of \$3,520.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay his rent and the amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$3,520;
- terminating the tenancy agreement August 31, 2017;
- evicting the respondent from the rental premises September 1, 2017; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$45.86 for each day the respondent remains in the rental premises after August 31, 2017.

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Adelle Guigon  
Rental Officer