

IN THE MATTER between **TEL**, Applicant, and **GG**, 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-

GG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 12, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	KY, representing the applicant EG, representing the applicant GG, respondent
<u>Date of Decision:</u>	October 12, 2017

REASONS FOR DECISION

An application to a rental officer made by TEL as the applicant/landlord against GG as the respondent/tenant was filed by the Rental Office July 24, 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 August 11, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent when due 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 October 12, 2017, in Yellowknife. KY and EG appeared representing the applicant. GG appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing December 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The parties agreed and evidence was presented establishing a repeated pattern of failing to pay the full amount of rent when due and an accumulated amount of rental arrears of \$3,670. The current rent is \$1,790 per month. Paragraph 3 of the written tenancy agreement sets out the requirement to pay the rent in advance on or before the first of each month. The last payment received against the account was recorded September 20, 2017, in the amount of \$1,700. The full amount of rent has never been paid in full on or before the first of each month throughout the tenancy.

The respondent did not dispute either that he repeatedly failed to pay his rent when due or that he had accumulated rental arrears. He acknowledged and accepted responsibility for his debt. The respondent did not excuse his behaviour, but did offer an explanation for the recently accumulated arrears resulting from personal health-related difficulties creating financial hardship. He has just recently returned to work on a full-time basis, and is confident he can have his rent paid in full on time going forward, and will be able to make regular payments towards the arrears.

I find the respondent has repeatedly failed to pay his rent in full when due and has accumulated rental arrears in the amount of \$3,670.

Repairs

In August 2017 the RCMP forcibly entered the respondent's rental premises in the execution of a search warrant. In doing so, the door to the rental premises was damaged, requiring a temporary repair until the applicant could effect permanent repairs. The costs for the temporary repair amounted to \$295. The respondent accepted responsibility for the costs of repairing the door to the rental premises.

I find the respondent liable to the applicant for the costs of temporarily repairing the door to the rental premises in the amount of \$295.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay his rent when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The respondent respected the applicant's request for such, understanding the applicant's reservations with permitting the tenancy to continue. The respondent requested an opportunity to resolve the arrears and prove he could pay his rent on

time as required going forward. A proposal to issue a 'tiered' conditional termination and eviction order was met with cautious optimism by the applicant and with appreciation by the respondent. The proposal is quite strict in nature, relying heavily on the respondent successfully meeting obligations to make payments towards the rental arrears and pay his rent on time. I am satisfied a 'tiered' conditional termination and eviction order is reasonable under the circumstances.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$3,670;
- requiring the respondent to pay his rent on time in the future;
- requiring the respondent to pay costs of repairs in the amount of \$295;
- terminating the tenancy agreement as follows:

October 31, 2017, unless at least \$210 is paid towards the rental arrears and the rent for November is paid in full;

November 10, 2017, unless at least \$990 is paid towards the rental arrears;

November 30, 2017, unless at least \$1,200 is paid towards the rental arrears and the rent for December is paid in full;

December 31, 2017, unless at least \$1,200 is paid towards the rental arrears and the rent for January is paid in full; and

January 31, 2017, unless the rent for February is paid in full;

- evicting the respondent from the rental premises as follows:

November 1, 2017, if the tenancy is terminated October 31, 2017;

November 11, 2017, if the tenancy is terminated November 10, 2017;

December 1, 2017, if the tenancy is terminated November 30, 2017;

January 1, 2018, if the tenancy is terminated December 31, 2017;

February 1, 2018, if the tenancy is terminated January 31, 2018.

Adelle Guigon
Rental Officer