

IN THE MATTER between **MPM**, Applicant, and **ADD**, 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:

MPM

Applicant/Landlord

-and-

ADD

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>	AM, representing the applicant ADD, respondent
<u>Date of Decision:</u>	October 12, 2017

REASONS FOR DECISION

An application to a rental officer made by MPM as the applicant/landlord against ADD 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 registered mail signed for August 5, 2017.

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

A hearing was scheduled for October 12, 2017, in Yellowknife. AM appeared representing the applicant. ADD appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing April 4, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident statements entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,280 per month. The last payment received against the rent account was recorded June 30, 2017, in the amount of \$950. Late payment penalties have been calculated in accordance with the Act and the *Residential Tenancies Regulations* (the Regulations).

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging his debt and accepting responsibility for it. He explained that he had underestimated the cost of living in Yellowknife, and then a couple months after arriving he was assaulted and then lost his job. Employment insurance and income support are pending. The respondent is and has been actively seeking employment. He is hopeful his girlfriend will be able to move in with him so that they can share the rent, making it more feasible for him to comply with his tenancy obligations.

I am satisfied the resident statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent and has accumulated rental arrears in the amount of \$6,360.69.

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. The parties agreed that a conditional termination dependent on the respondent paying his rental arrears in full and his future rent on time would not be unreasonable, and as would an eviction order enforceable in the event the termination of the tenancy became effective.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$6,360.69;
- requiring the respondent to pay his rent on time in the future;
- terminating the tenancy agreement January 31, 2018, unless the rental arrears are paid in full and the rents for November, December, and January are paid on time; and
- evicting the respondent from the rental premises February 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer