

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

<u>Date of the Hearing:</u>	December 6, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CW, representing the applicant TR, respondent
<u>Date of Decision:</u>	December 6, 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 September 13, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent September 19, 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, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 6, 2017, in Yellowknife. 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 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 15477 dated May 8, 2017, required the respondent to pay \$62 in late payment penalties, required the respondent to pay her future rent on time, and required the respondent to comply with her obligation not to cause disturbances.

Rental arrears

The applicant testified and provided a tenant aged detail establishing a repeated pattern of late payments of rent. The rent was established at \$1,600 per month. The written tenancy agreement specifies the rent is due on or before the first of each month. Rent payments since the last rental officer order have been received as follows:

April was paid April 18th
May was paid May 11th
June was paid June 2nd
July was paid July 7th
August was paid August 4th
September was paid September 19th
October was paid October 10th
November was paid November 7th
December has not yet been paid

It was acknowledged that Income Support has been paying the respondent's rent since commencement of the tenancy. Some accommodation of a few days is usually granted Income Support by the applicant to account for payment processing times, which is usually sufficient in the applicant's experience. At the last hearing before the Rental Officer the respondent acknowledged that she had not been diligent in attending the Income Support office on or before the first of each month, resulting in the substantially late payments of the rent. Since that last hearing, the respondent today testified that she has been reporting to the Income Support office before the first of each month, but due to apparent turnover or other administrative issues at Income Support they have been late processing the payments, and they have been mailing the payments by cheque to the landlord instead of arranging for electronic funds transfers. The respondent testified that her new Income Support worker does not seem to appreciate the importance of processing the rent payments as quickly as possible. The respondent continues to make efforts to communicate with her Income Support worker. She acknowledges she is solely responsible for ensuring the rent is paid when due.

I note that the pattern of the dates payments were received had improved before devolving again, and then improving again. I am satisfied the applicant's accounting of rental arrears is accurate, as is the accounting of dates payments were received. I find the respondent has continued to be repeatedly late paying her rent and has accumulated rental arrears in the amount of \$1,600.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay her rent when due and her historical pattern of behaviour in this regard, I am satisfied termination of the tenancy agreement and eviction are justified. Given there appear to be circumstances beyond the respondent's immediate control which may be contributing to the continued late payments of her rent, the termination and eviction orders will be conditional on the payment of the rental arrears in full and the payments of future rent on time. This is being granted in an effort to provide the respondent an opportunity to resolve whatever issues may be influencing her ability to ensure the rent gets paid.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$1,600;
- requiring the respondent to pay her rent on time;
- terminating the tenancy agreement March 31, 2018, unless the rents for January, February, and March are paid on time; and
- evicting the respondent from the rental premises April 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer