

IN THE MATTER between **NPRLP**, Applicant, and **RjN**, 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:

NPRLP

Applicant/Landlord

-and-

RjN

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>	BL, representing the applicant HC, representing the applicant CDL, representing the applicant RjN, respondent
<u>Date of Decision:</u>	December 6, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against RjN and RgN as the respondents/tenants was filed by the Rental Office September 15, 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 respondents by registered mail signed for September 26, 2017.

The applicant alleged the respondents 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 scheduled for December 6, 2017, in Yellowknife. BL, HC, and CDL appeared representing the applicant. RjN appeared as respondent and on behalf of RgN.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties commencing October 1, 2013. In fact, the written tenancy agreement was entered into between NPRLP as the landlord and RjN as the sole tenant. As a result, RgN cannot be held accountable for the terms of the tenancy agreement as she is not a signatory to it. I am satisfied a valid tenancy agreement is in place between NPRLP and RjN in accordance with the *Residential Tenancies Act* (the Act), and the style of cause for this matter going forward will identify RjN as the sole respondent/tenant.

Rental arrears

The resident ledger entered into evidence represents the landlord's accounting of monthly rents, late payment penalties, and payments received against the respondent's rent account. The rent was established at \$2,135 per month. The late payments penalties have been calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either no payments or insufficient payments were received in 12 of the last 18 months of the tenancy.

The respondent did not dispute the landlord's accounting, acknowledging his debt and accepting responsibility for it.

I am satisfied the resident ledger accurately reflects 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 \$14,142.21.

Termination of the tenancy agreement and eviction

The respondent cited family medical issues contributing to his inability to pay the rent, but now that his wife is returned to work he expects to be able to pay between \$4,000 and \$5,000 per month towards the rent and arrears going forward. The respondent asked for leniency to remain in the rental premises.

The applicant's representative sympathized with the respondent's family medical issues, but argued that the arrears had become far too substantive to permit the tenancy to continue. He further indicated that the respondent's commitment to pay could not be relied upon as they had made an agreement in September where the respondent would pay \$990 per week towards the rent and arrears, and the respondent did not follow through with that agreement. The payments received since the agreement to pay was entered into in September were recorded: September 13th, in the amount of \$990; September 26th, in the amount of \$990; October 2nd in the amount of \$990; and November 2nd in the amount of \$900.

The applicant's representative acknowledged that whether or not an eviction order is enforced is entirely in the landlord's hands. He further indicated that he was prepared to work with the respondent to consider options to avoid necessitating enforcement of an eviction order, including discussing transfer opportunities to less expensive rental premises. The applicant's representative reiterated their request for an unconditional termination and eviction order, given the substantial rental arrears and historical pattern of behaviour, so that they could choose whether or not to exercise their option to have such an order enforced.

The amount of rental arrears accumulated simply cannot be ignored. Given the respondent's repeated failure to pay the full amount of his rent when due and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. I appreciate the applicant's representative's willingness to work with the respondent, but I am in agreement with him that the choice of whether and when to have the eviction order enforced in this case should be left to the landlord.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$14,142.21;
- requiring the respondent to pay his rent on time in the future;
- terminating the tenancy agreement December 31, 2017; and
- evicting the respondent from the rental premises January 1, 2018.

Adelle Guigon
Rental Officer