

IN THE MATTER between **NPRLP**, Applicant, and **LC**, 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-

**LC**

Respondent/Tenant

**REASONS FOR DECISION**

|                                       |   |
|---------------------------------------|---|
| <b><u>Date of the Hearing:</u></b>    | <b>December 6, 2017</b>   |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, Northwest Territories</b>   |
| <b><u>Appearances at Hearing:</u></b> | <b>BL, representing the applicant<br/>HC, representing the applicant<br/>CDL, representing the applicant<br/>LC, respondent</b> |
| <b><u>Date of Decision:</u></b>       | <b>December 6, 2017</b>   |

**REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the applicant/landlord against LC 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 served on the respondent by email deemed received September 28, 2017, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay his rent 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. BL, HC, and CDL appeared representing the applicant. LC appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 5, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The resident ledger entered into evidence represents the landlord's accounting of monthly rent, late payment penalties, and payments made against the respondent's rent account. The rent was established at \$1,250 per month. The late payment penalties were calculated in accordance with the Act and Regulations. No payments were received in six of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging his debt and accepting responsibility for it. He testified to his commitment to have his arrears resolved and fulfill his obligations respecting paying his rent when due going forward.

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 his rent and has accumulated rental arrears in the amount of \$3,614.

*Termination of the tenancy agreement and eviction*

In light 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 applicant's representative agreed to termination and eviction being conditional on the respondent paying the rental arrears in full and paying his future rent on time. The respondent agreed to those terms. I am satisfied a conditional termination and eviction order as described is reasonable in the circumstances.

*Order*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$3,614;
- requiring the respondent to pay his future rent on time;
- terminating the tenancy agreement February 28, 2018, unless the rental arrears are paid in full and the rents for January and February are paid on time; and
- evicting the respondent from the rental premises March 1, 2018, if the termination of the tenancy becomes effective.

---

Adelle Guigon  
Rental Officer