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

LR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing:	**December 6, 2017**
Place of the Hearing:	**Yellowknife, Northwest Territories**
Appearances at Hearing:	**BL, representing the applicant**
	HC, representing the applicant
	CDL, representing the applicant
	LR, respondent
Date of Decision:	**December 6, 2017**

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against LR as the respondent/tenant 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 respondent by registered mail deemed served September 29, 2017, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent 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. LR appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 24, 2005. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account. Current rent was established at $1,510 per month. Late payment penalties were calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either no payments or insufficient payments were received in seven of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it. She attributed much of the debt to recent costly family events unexpectedly arising since June 2017, however, the applicant's representative argued that there is in fact a historical pattern of repeatedly accumulating rental arrears since at least May 2015. The respondent was prepared to commit to paying at least $1,000 every two weeks towards her rent and arrears.

I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent and has accumulated rental arrears in the amount of $6,901.83.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her 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 was prepared to agree to a short-term conditional termination and eviction order dependent on the respondent paying at least half the rental arrears and the full rent for January. The respondent agreed this proposal was reasonable and committed to paying at least $4,970 for January's rent and partial payment of the rental arrears by January 31st. I am satisfied this agreement is reasonable in the circumstances.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of $6,901.83;

- requiring the respondent to pay her future rent on time;

- terminating the tenancy agreement January 31, 2018, unless at least $4,970 is paid towards the January rent and the rental arrears; and

- evicting the respondent from the rental premises February 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer