

IN THE MATTER between **AB**, Applicant, and **AL AND PM**, Respondents.

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 **Hal Logsdon**, Rental Officer,

BETWEEN:

AB

Applicant/Landlord

-and-

AL AND PM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 10, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: BL, representing the applicant

HC, representing the applicant

AL, respondent

Date of Decision: January 10, 2018

REASONS FOR DECISION

The application was filed on October 2, 2017 naming AL, PM and EM as respondents. The tenancy agreement commenced on August 1, 2010 and was made between AB and AL. On February 10, 2015, AL assigned the tenancy agreement to PM and herself as joint tenants. A duly executed assignment agreement was provided in evidence by the applicant. Neither the applicant or the respondent provided any evidence that EM was a tenant. It is evident that she occupied the premises at some point in time although neither her or PM currently reside at the apartment.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the tenants.

The applicant provided a resident ledger in evidence which indicated a balance of rent owing in the amount of \$8240.14. The monthly rent for the premises is \$1715. The respondent provided two cheques to the applicant at the hearing, totalling \$3600 which were accepted, reducing the amount owing to \$4640.14.

The respondent stated that she had requested the landlord to fix the dryer and stove since last June with no success. She also stated that she would like a smaller, less expensive apartment which would enable her to keep the rent payments current but had been told she could not be considered until the rent arrears were paid in full.

The applicant stated that they had not received any formal request for repairs or for a transfer to a smaller unit, but assured the respondent that her formal request for repairs and/or transfer would be promptly considered.

I cannot consider the respondent's allegation of failure to repair as a defence for non-payment of rent. I suggest that she formally request any necessary repairs and consider filing an application should the respondent not respond. A transfer to a smaller, less expensive apartment would undoubtedly assist the respondent, although I have no jurisdiction in that matter.

The respondent stated that she could continue to make a monthly payment of \$1800 plus a regular monthly pre-authorized payment of \$428.75 and would apply her income tax return to the arrears.

AL has clearly struggled with the rent without assistance from the other occupants. Nevertheless, she has paid some amount each month and has a reasonable chance to retire the arrears early in the year. In my opinion, the eviction of the tenant is not in the best interest of either party at this time. However, the respondent should be required to show good faith by providing her promised payment in early February.

I find the respondents in breach of their obligation to pay rent and find rental arrears in the amount of \$4640.14. In my opinion there are sufficient grounds to terminate the tenancy agreement unless a payment of no less than \$2228.75 is made on or before February 10, 2018.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$4640.14 and terminating the tenancy agreement on February 10, 2018 unless a payment of at least \$2228.75 is made to the applicant.

Hal Logsdon
Rental Officer