

IN THE MATTER between **SI**, Applicant, and **DM**, 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:

SI

Applicant/Landlord

-and-

DM

Respondent/Tenant

REASONS FOR DECISION

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|---------------------------------------|---------------------------------------------------------------------------|
| <u>Date of the Hearing:</u> | January 30, 2018 |
| <u>Place of the Hearing:</u> | Hay River, Northwest Territories |
| <u>Appearances at Hearing:</u> | OD, representing the applicant SL, representing the respondent |
| <u>Date of Decision:</u> | January 30, 2018 |

REASONS FOR DECISION

An application to a rental officer made by SI as the applicant/landlord against DM as the respondent/tenant was filed by the Rental Office July 28, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent August 14, 2017.

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 and payment of future rent on time.

A hearing was originally scheduled for October 31, 2017, to which the applicant failed to appear. The hearing was rescheduled to January 30, 2018, in Hay River. OD appeared representing the applicant. SL appeared representing the respondent.

Tenancy agreement

The parties' representatives agreed that a verbal residential tenancy agreement had been entered into between the parties commencing in July 2014. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The rent ledger entered into evidence by the applicant's representative represents the landlord's accounting of monthly rent and payments received against the respondent's rent account. The rent was established at \$1,000 per month. The last payment received against the respondent's rent account was recorded in May 2017 in the amount of \$1,000.

The respondent's representative did not dispute the accuracy of the landlord's accounting, indicating the respondent had acknowledged to her that he had not paid his rent since May 2017 and accepted responsibility for the debt.

I am satisfied the rent ledger accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$12,500.

Termination of the tenancy agreement and eviction

Although termination of the tenancy agreement and eviction were not applied for by the applicant's representative, the parties' representatives in fact agreed that it should be considered. The applicant's representative requested termination of the tenancy agreement and eviction in consideration of the substantial amount of rental arrears accumulated. The respondent's representative requested an order for termination of the tenancy agreement and eviction to support the respondent's application for funding under the Homelessness Assistance Fund (HAF), which apparently requires such an order to establish a person's eligibility for the funding. The parties agreed that a conditional termination and eviction order providing the respondent with some time to receive the anticipated HAF support and to apply for disability funding would be reasonable.

Given the circumstances and the parties' representative's agreement on the matter, I am satisfied a conditional termination and eviction order is justified dependent on part of the rental arrears being paid and future rent being paid on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$12,500;
- requiring the respondent to pay his rent on time in the future;
- terminating the tenancy agreement March 31, 2018, unless at least \$6,000 is paid to the rental arrears and the rents for 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