

IN THE MATTER between **SI**, Applicant, and **DR**, 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-

**DR**

Respondent/Tenant

**REASONS FOR DECISION**

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

**REASONS FOR DECISION**

An application to a rental officer made by SI as the applicant/landlord against DR 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 9, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent in full when due and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of future rent on time, and termination of the tenancy agreement.

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

*Tenancy agreement*

Although it was debated between the parties whether the residential tenancy agreement between them was verbal or in writing, the parties did agree that a residential tenancy agreement had been entered into between the parties commencing in April 2015. 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 represents the landlord's accounting of monthly rent and payments received against the respondent's rent account.

The rent ledger indicated the rent was increased from \$1,000 to \$1,100 commencing in July 2017, however, the respondent disputed having received any notification of the rent increase. The applicant's representative testified that the notice of rent increase was slipped under the respondent's apartment door, but could not confirm either when it was given or provide a copy of the notice. Subsection 71(1) of the Act and subsection 4(2) of the *Residential Tenancies Regulations* (the Regulations) set out acceptable methods of serving notices or documents as being by personal service, registered mail, fax, or email. For personal service to be effective, the notice or document must be given directly to the individual or placed at the individual's feet. I am not satisfied that slipping the notice of rent increase under the respondent's door is acceptable personal service as required under the Act, and therefore I am not satisfied that the respondent was served with the notice of rent increase. I find the rent remains at \$1,000 per month throughout the tenancy to date.

The respondent did not dispute the payments recorded in the rent ledger provided, however, he does dispute that the rent ledger includes all the payments the respondent made. The respondent testified that he had made several cash payments to BM, the property manager, which do not appear on the rent ledger. The respondent claimed he did receive receipts from the property manager, but the receipts were stolen along with some other items from his apartment. The respondent went on to make allegations that the property manager was pocketing the rent money he was receiving, was not providing the receipt books he was using to the office manager, and was providing access to his apartment to thieves. Given that the property manager was not present at nor called to the hearing to answer to the allegations being made, and given that the allegations of theft are criminal matters for which I as the Rental Officer have no jurisdiction, I did not consider those allegations. With respect to the allegation regarding the receipt book, the applicant's representative could only testify that as far as she is aware she has been provided with and controls all the receipt books used by the landlord for recording rent payments. The applicant's representative rightfully could not speak to what if any payments the property manager may or may not have received.

The respondent confirmed that he has made no rent payments at all since September 2017. The respondent also agreed that the months in the rent ledger which indicate no payments were received is likely accurate. There are nine months in the last two years that no rent payments were received in. The respondent was willing to acknowledge he had accumulated rental arrears amounting to approximately \$9,000. The applicant's representative reiterated her claim for rental arrears totalling \$13,273.19, but agreed the admission of \$9,000 was a fair starting point, without dismissing the remaining rental arrears claimed of \$4,273.19.

Without further evidence, or at least testimony from the property manager, regarding the respondent's claimed missing payments I am unable to determine whether or not the remaining difference of \$4,273.19 is accurate. This is not necessarily to say that the respondent does not have additional rental arrears over and above the acknowledged \$9,000; there is just insufficient evidence for me to make a reasonable determination at this time.

I find the respondent has repeatedly failed to pay his rent and has accumulated rental arrears in the amount of \$9,000, for which an order will issue. If they choose to do so, the applicant may file another application to a rental officer for the balance of rental arrears claimed. I would encourage the applicant and respondent to attempt to work out the claimed discrepancies before filing a new application. It was also strongly recommended that the respondent make all of his rent payments directly to the applicant's representative rather than to the property manager, given the respondent's clear distrust of the property manager.

*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. By agreement with both parties, the termination and eviction orders will be conditional on the respondent paying at least \$1,500 towards the rental arrears and paying his future rent on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$9,000;
- requiring the respondent to pay his rent on time in the future;
- terminating the tenancy agreement April 30, 2018, unless at least \$1,500 is paid towards the rental arrears and the rents for February, March, and April are paid on time; and
- evicting the respondent from the rental premises May 1, 2018, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer