

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

GM

Respondent/Tenant

REASONS FOR DECISION

<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 GM, respondent TM, 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 GM as the respondent/tenant was filed by the Rental Office August 4, 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 21, 2017.

The applicant alleged the respondent had repeatedly failed to pay the rent and had accumulated rental arrears. An order was sought for payment of rental arrears and termination of the tenancy agreement.

A hearing was originally scheduled for October 31, 2017, which was postponed at the request of the respondent. The hearing was re-scheduled for January 30, 2018, in Hay River. OD appeared representing the applicant. GM appeared as respondent with TM appearing on his behalf.

Tenancy agreement

The parties agreed that a verbal residential tenancy agreement had been entered into between them commencing in August 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. Rent was established at \$1,150 per month. Either no payments or insufficient payments for rent were received in 11 of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it.

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 the full amount of rent when due and has accumulated rental arrears in the amount of \$14,694.32.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay the full amount of his rent when due and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The respondent acknowledged the necessity of considering termination of the tenancy agreement. The respondent's representative testified that the respondent is attempting to access financial resources through disability funding and the Homelessness Assistance Fund, and he is on the wait list for subsidized public housing. They requested time to obtain the funding and to secure alternate accommodations. The applicant's representative agreed to a conditional termination and eviction order dependent on at least \$3,000 being paid towards the rental arrears and future rents being paid on time. The respondent and his representative agreed this would be a reasonable compromise. I am satisfied the proposed conditional termination and eviction orders are appropriate and reasonable under the circumstances.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$14,694.32;
- requiring the respondent to pay his rent on time in the future;
- terminating the tenancy agreement April 30, 2018, unless at least \$3,000 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.

Adelle Guigon
Rental Officer