

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

KM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 5, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the applicant BL, representing the applicant KM, respondent
<u>Date of Decision:</u>	July 5, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against KM as the respondent/tenant was filed by the Rental Office April 20, 2018. 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 email deemed received June 23, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 July 5, 2018, in Yellowknife. CDL and BL appeared representing the applicant. KM appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents and payments received against the respondent's rent account. Rent was established at \$1,770 per month. The last payment received against the rent account was recorded February 16, 2018, in the amount of \$1,714.86.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. The respondent explained that she is an Income Support client and that up until February there had been no issues with Income Support paying

her rent directly to the landlord. She was unaware that the payments had stopped being made despite her continued compliance with reporting requirements to Income Support. The respondent did not receive any notices from the applicant that her account was in arrears, and did not learn of the issue until she received the application to a rental officer. The respondent immediately made inquiries of Income Support, who is in the process of investigating what happened and determining the status of the respondent's account. The respondent is optimistic that Income Support will provide retroactive payments against her rent account. In the interim, the respondent testified that she has just started working full-time and anticipates being able to make payments directly towards the rent account, including ensuring future rent is paid in full and on time.

The applicant's representative acknowledged that they had met with the respondent the day before the hearing and were now aware of the circumstances which led to the respondent's current situation. The applicant's representative is correct, however, that it remains the respondent's responsibility to ensure the rent is being paid in full each month regardless of where the money is actually coming from. While the landlord is not obligated under the Act to notify the tenant when their rent account accrues arrears, the applicant's representative admitted that their internal procedures to do so have fallen by the wayside during staffing transitions that have only just been stabilized; under normal circumstances the applicant would have sent notices to the respondent each month that the rent had not been paid on time. The applicant's representative argued that due to the substantial amount of rental arrears accumulated to date and the uncertainty of whether or not Income Support would come through for the respondent, they were unwilling to delay the requested termination and eviction orders beyond the end of the month, but did indicate they were prepared to be flexible with respect to whether or not and when they would enforce the termination and eviction order dependent on the status of the respondent's situation. The parties agreed that keeping each other informed every step of the way would be the key to permitting the tenancy to continue.

I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. Given that it is the tenant who remains solely responsible for ensuring the rent is paid in full when due, I find the respondent has repeatedly failed to pay the rent in full when due and has accumulated rental arrears in the amount of \$10,345.27.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay the rent and the substantial amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. However, balanced against the explanation for why the rent was not paid and the positive actions taken by the respondent to immediately address the issue upon becoming aware of it, and the applicant's willingness to consider the respondent's progress going forward in resolving the matter, I find conditional termination of the tenancy agreement and eviction would be an appropriate compromise in the circumstances. The termination and eviction orders will be conditional on at least \$5,000 being paid towards the rental arrears and the rent for August being paid on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$10,345.27;
- requiring the respondent to pay rent on time in the future;
- terminating the tenancy agreement August 31, 2018, unless at least \$5,000 is paid towards the rental arrears and the rent for August is paid on time; and
- evicting the respondent from the rental premises September 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer