

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

ML

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 10, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the applicant NAY, representing the applicant ML, respondent BB, Integrated Case Management ML, Integrated Case Management
<u>Date of Decision:</u>	July 10, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against ML 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 registered mail signed for May 8, 2018.

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 10, 2018, in Yellowknife. CDL and NAY appeared representing the applicant. ML appeared as respondent, with BB and ML from Integrated Case Management attending in support of the respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 1, 2009. 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 rent, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,775 per month. The late payment penalties have been calculated in accordance with the Act. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it. She explained that the last year has been difficult due to family losses which strained her finances. The respondent has accessed available resources, communicated with the applicant, and entered into a payment plan which would result in the rental arrears and the rent for August being paid in full by August 9, 2018.

I am satisfied the resident ledgers accurately reflect 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 \$5,026.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay the full amount of rent when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. However, in consideration of the positive steps taken by the respondent to resolve the arrears and ensure her future rent is paid on time, and by agreement with the applicant's representative, I am satisfied it would be appropriate to issue the termination and eviction orders conditional on the respondent paying the rental arrears in full and paying her future rents on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$5,026;
- requiring the respondent to pay her future rent on time;
- terminating the tenancy agreement August 31, 2018, unless the rental arrears are paid in full 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