

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

**MA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 10, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** CDL, representing the applicant  
MA, respondent

**Date of Decision:** July 10, 2018

**REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the applicant/landlord against MA as the respondent/tenant was filed by the Rental Office April 30, 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 24, 2018.

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

A hearing was scheduled for July 10, 2018, in Yellowknife. CDL appeared representing the applicant. MA appeared as respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing October 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 rent, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,800 per month. Late payment penalties were calculated in accordance with the Act. No payments were made in five of the 11 months of the tenancy, the rent was not paid in full in one of the months, and rent was paid late in five of the 11 months. The last payment received against the rent account was recorded March 29, 2018, in the amount of \$1,800.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting some responsibility for it. She rationalized her choice not to pay the rent at all since April as reasonable because the applicant did not notify her that she was in arrears. The respondent claimed that if the applicant had contacted her at any time asking for the rent to be paid, she would have paid it and there would have been no need to make an application to a rental officer. The respondent confirmed that she did not contact the applicant at any time since making a payment in March.

It was pointed out to the respondent that the obligation to pay the agreed upon rent by the agreed upon due date is on the tenant. There is no obligation on the landlord to notify a tenant when they go into arrears. It is reasonably expected that any tenant who does not pay their rent as required knows they are in arrears. Any notices or statements of account that the landlord provides to their tenants who are late paying their rent are generally provided as a courtesy, and as a means to solicit resolution by the tenant of their arrears. In my opinion, the respondent's response to withhold the rent because the landlord did not send her any notices is patently unreasonable.

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 rent and has accumulated rental arrears in the amount of \$9,186, which includes the full rent for July.

#### *Termination of the tenancy agreement*

The respondent testified that she has secured alternate accommodations through her new employer and expects to be moved out of the rental premises by July 15, 2018. Based on the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, and in consideration of the respondent's intention to vacate, I am satisfied termination of the tenancy agreement for July 15, 2018, and eviction for July 16, 2018 are justified.

In addition, the rental arrears will be adjusted to account for half a month's rent for July, and the respondent will be required to pay compensation for use and occupation of the rental premises for each day she remains in the rental premises after July 15, 2018.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$8,286;
- terminating the tenancy agreement July 15, 2018;
- evicting the respondent from the rental premises July 16, 2018; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$59.18 for each day she remains in the rental premises after July 15, 2018, to a maximum of \$1,800 per month.

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Adelle Guigon  
Rental Officer