

IN THE MATTER between **YKDPM**, Applicant, and **LC**, 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:

YKDPM

Applicant/Landlord

-and-

LC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 26, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CW, representing the applicant

Date of Decision: July 26, 2018

REASONS FOR DECISION

An application to a rental officer made by YKDPM as the applicant/landlord against LC as the respondent/tenant was filed by the Rental Office June 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent June 14, 2018.

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

A hearing was scheduled for July 26, 2018, in Yellowknife. CW appeared representing the applicant. LC was personally served notice of the hearing June 14, 2018. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing September 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The rent ledgers entered into evidence represent the landlord's accounting of monthly rents, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$2,200 per month. Late payment penalties have been calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were made in nine of the 11 months of the tenancy.

I am satisfied the rent 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 \$2,798.96.

Utilities

Paragraph 5 of the written tenancy agreement sets out the tenant's responsibility to pay for electricity and water utilities. The applicant's representative testified and provided evidence establishing that the respondent had failed to pay the water utilities bills for September through December 2017, resulting in the transfer of the outstanding balance on December 31, 2017, to the applicant's property tax account.

I am satisfied the respondent is responsible for the water utilities bills and that the respondent failed to pay the water utilities bills for the months of September to December 2017. I find the respondent liable to the applicant for water utilities arrears in the amount of \$241.50.

Termination of the tenancy agreement and eviction

The applicant's representative testified that the respondent has never made a payment herself towards her rent account. All payments which have been received by the applicant have been made on the respondent's behalf by Income Support. The applicant's representative confirmed with Income Support that when they have not paid the full amount of the rent it has been because the respondent has earned enough money in the given month to pay the difference herself, and the respondent knew that was the case. Income Support confirmed to the applicant's representative that the respondent would not be receiving any further financial support for rent from them for the foreseeable future.

The applicant's representative briefly interacted with the respondent during a visit to the residential complex for another reason approximately two weeks ago, and at that time the respondent promised to have all her arrears paid off before this hearing date.

Given the respondent's repeated failure to take personal responsibility for ensuring the rent was getting paid in full every month and the amount of rental arrears accumulated, I am satisfied on a balance of probabilities that it is unlikely the respondent will follow through going forward to ensure the rental arrears are paid and the rent is paid in full when due. I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount \$2,798.96;
- requiring the respondent to pay utilities arrears in the amount of \$241.50;
- terminating the tenancy agreement July 31, 2018; and
- evicting the respondent from the rental premises August 1, 2018.

Adelle Guigon
Rental Officer