

IN THE MATTER between **F.P.**, Applicant, and **G.E.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

F.P.

Applicant/Landlord

-and-

G.E.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 13, 2019

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: A.G., representing the applicant
M.E., representing the respondent

Date of Decision: March 13, 2019

REASONS FOR DECISION

The tenancy agreement between the parties was made for a term to end on June 30, 2019 but the agreement, made in writing, was unsigned by either party. The premises are subsidized public housing. Notwithstanding the absence of an executed tenancy agreement, it is clear that a verbal tenancy agreement exists between the parties as the tenant has been permitted occupancy and the landlord has been assessing and collecting rent.

The applicant alleged that the respondent had breached the agreement by failing to pay the full amount of rent and sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$6330. The statement indicates that no rent payments have been made since November, 2018. The account has been in arrears since March, 2018.

The respondent's representative did not dispute the allegations and stated that they could pay the monthly rent, currently assessed at \$1230, plus an additional \$500 every two weeks until the rent arrears were paid in full. The applicant sought termination of the tenancy at the end of the term if the arrears were not paid in full.

The ledger suggests that the arrears only became a serious problem in July 2018 when the rent was increased from \$150 to \$1230. Prior to July, 2018 the rent arrears were minimal. In my opinion, the respondent should be provided the opportunity to pay the rent arrears over a scheduled period of time but the tenancy agreement should be terminated if scheduled payments and/or the monthly rent are not paid.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$6330. An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears in biweekly installments of \$500. The first payment shall be due on Friday, March 15, 2019 and on every second Friday thereafter until the rent arrears are paid in full.

The tenancy agreement shall be terminated on June 7, 2019 unless the rents for April, May and June, 2019 have been paid in full and the following biweekly payments of arrears have been paid in full.

March 15, 2019	\$500
March 29, 2019	\$500
April 12, 2019	\$500
April 26, 2019	\$500
May 10, 2019	\$500
May 24, 2019	\$500
June 7, 2019	<u>\$500</u>
Total	\$3500

An eviction order shall be become effective on June 8, 2019 if the ordered rent arrears of \$3500 and the rents for April, May and June, 2019 have not been paid in full on or before June 7, 2019.

Hal Logsdon
Rental Officer