

IN THE MATTER between **NDC**, Applicant, and **PM**, 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:

**NDC**

Applicant/Landlord

-and-

**PM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 18, 2019

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

**Appearances at Hearing:** KY, representing the Applicant  
PM, Respondent

**Date of Decision:** April 18, 2019

**REASONS FOR DECISION**

An application to a rental officer made by NDC as the Applicant/Landlord against PM as the Respondent/Tenant was filed by the Rental Office March 5, 2019. 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 April 1, 2019, and by email deemed received April 4, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for April 18, 2019, in Yellowknife. KY appeared by telephone representing the Applicant. PM appeared as Respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

The aged trial balance entered into evidence represents the Landlord's accounting of monthly rent and payments received against the Respondent's rent account. At hearing, the Applicant's representative acknowledged a payment received April 16, 2019, which did not appear on the aged trial balance in the amount of \$800. The aged trial balance was adjusted accordingly. The rent was established at \$1,785 per month. Either insufficient payments or no payments were received in seven of the last nine months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He has recently attempted to access resources for financial assistance. The Applicant's representative requested a payment plan which would see the rent paid in full by the first of each month and \$860 paid by the 15<sup>th</sup> of each month towards the rental arrears. The Respondent agreed to do his best to meet those payment terms, and he was encouraged to keep the Applicant informed of his progress with respect to financial assistance and any additional issues that may arise.

I am satisfied the adjusted aged trial balance accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$2,640.

*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 that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The Respondent understood the reasons for the Applicant's request for termination and eviction orders, and appreciated the Applicant's proposal for what I will term tiered conditional termination and eviction orders. Under the circumstances, I am satisfied the proposed tiered conditional termination and eviction orders are a reasonable resolution to the issues raised. Such an order will provide the Respondent with chances to resolve his debt and comply with his obligation to pay rent in full when due and would provide the Applicant with the enforcement tools they need to ensure the Respondent's debt does not substantially increase should he fail to meet his financial obligations.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,640 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));

- terminating the tenancy agreement:
  - (a) May 15, 2019, unless the rent for May is paid in full by May 1, 2019;
  - (b) May 31, 2019, unless at least \$860.00 (eight hundred sixty dollars) is paid towards the rental arrears by May 15, 2019;
  - (c) June 15, 2019, unless the rent for June is paid in full by June 1, 2019;
  - (d) June 30, 2019, unless at least \$860.00 (eight hundred sixty dollars) is paid towards the rental arrears by June 15, 2019;
  - (e) July 15, 2019, unless the rent for July is paid in full by July 1, 2019; and
  - (f) July 30, 2019, unless at least \$860.00 (eight hundred sixty dollars) is paid towards the rental arrears by July 15, 2019 (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises:
  - (a) on or after May 16, 2019, if the termination of the tenancy agreement becomes effective May 15, 2019;
  - (b) on or after June 1, 2019, if the termination of the tenancy agreement becomes effective May 31, 2019;
  - (c) on or after June 16, 2019, if the termination of the tenancy agreement becomes effective June 15, 2019;
  - (d) on or after July 1, 2019, if the termination of the tenancy agreement becomes effective June 30, 2019;
  - (e) on or after July 16, 2019, if the termination of the tenancy agreement becomes effective July 15, 2019; and
  - (f) on or after August 1, 2019, if the termination of the tenancy agreement becomes effective July 31, 2019 (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer