

IN THE MATTER between **BH c/o TPM**, Applicant, and **GS c/o SR**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

BH C/O TPM

Applicant/Landlord

-and-

GS C/O SR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 10, 2019

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: PS and RS representing the Applicant
SR as the Respondent

Date of Decision: April 10, 2019

REASONS FOR DECISION

An application to a rental officer made by BH c/o TPM as the Applicant/Landlord against GS c/o SR 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 on March 26, 2019.

The Applicant claimed that the Respondent had repeatedly failed to pay their rent on time and had accumulated rental arrears. An order was sought for payment of rental arrears and termination.

A hearing was scheduled for April 10, 2019, in Yellowknife. Janice Laycock, Deputy Rental Officer appeared in person. PS and RS appeared representing the Applicant. SR appeared as the Respondent.

Tenancy Agreement

The Applicant's representative testified and evidence was presented establishing a tenancy agreement between the parties for rental premises starting on October 1, 2018 and ending on June 30, 2019. I am satisfied that a valid tenancy agreement was in place.

Rental Arrears

The Applicant's representatives testified that the Respondent had been repeatedly late with his rent and had not paid rent when due for April, 2019. They did not provide as evidence any record of the Respondent's record of late payments. They did provide a statement showing the current rent due for April, 2019 totalling \$2,953.00 (\$2,800 rent + 153.00 GST). The Applicant explained that it is their policy to charge GST when renting to a business. The Respondent admitted to regularly paying his rent late, although not on every occasion. He agreed that he owed rent for April and would pay his rental arrears this week.

I find that the Respondent has repeatedly failed to pay their rent when due and has accumulated arrears of \$2,800.00, representing one month's rent. According to the Tenancy Agreement, monthly rent is set at \$2,800.00, GST is not provided for in the Agreement.

Termination

In light of the Respondent repeatedly not paying his rent when due, the Applicant asked for termination on April 30, 2019. At the hearing the Respondent agreed to move out on that date, however, the Applicant still felt that it was still necessary to request that an order to terminate the tenancy be made.

Based on the testimony provided by both the Applicant and the Respondent I am satisfied that the termination of the tenancy agreement on April 30, 2019 is justified.

Orders

An order will be issued:

- requiring the respondent to pay to the Applicant rental arrears in the amount of \$2,800.00 (p.41(4)(a)); and
- terminating the tenancy agreement between the parties on April 30, 2019 (p. 41(4)(c)).

Janice Laycock
Deputy Rental Officer