

IN THE MATTER between **NTHC**, Applicant, and **KL**, 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:

NTHC

Applicant/Landlord

-and-

KL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 3, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JM, representing the Applicant
AW, representing the Applicant
KL, Respondent

Date of Decision: July 3, 2019

REASONS FOR DECISION

An application to a rental officer made by NWA on behalf of the NTHC as the Applicant/Landlord against KL as the Respondent/Tenant was filed by the Rental Office May 3, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was personally served on the Respondent May 31, 2019.

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

A hearing was scheduled for July 3, 2019, by three-way teleconference. JM and AW appeared representing the Applicant. KL appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for market rental housing commencing December 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. Rent was established at \$1,470 per month. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy.

The lease balance statement included three \$10 NSF charges (non-sufficient funds). Section 13 of the Act prohibits penalties other than late rent payment penalties provided for under sub-section 41(2) of the Act. Sub-section 41(4) provides remedies for late or non-payment of rent; those remedies do not include compensation for losses suffered as a direct result of the Tenant's failure to pay the rent. The NSF charges are disallowed. The lease balance statement was adjusted by deducting the \$30 in NSF charges.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She explained that she had been on medical leave from October to May, but she is back to work full-time now and expects to be able to pay \$1,000 bi-weekly towards the monthly rent and rental arrears. She also expects to be able to pay more than that when she's finished paying off her loan, which should be in about three months.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent when due and has accumulated rental arrears in the amount of \$11,165. That amount represents approximately eight months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representatives, the termination and eviction orders will be conditional on the Respondent paying at least \$2,000 towards the rental arrears by October 31, 2019, and paying the monthly rents on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$11,165 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement October 31, 2019, unless at least \$2,000 is paid towards the rental arrears and the monthly rents for August, September, and October are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises November 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer