

IN THE MATTER between **ARELP**, Applicant, and **BK and CI**, Respondents.

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:

ARELP

Applicant/Landlord

-and-

BK and CI

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 4, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BD, representing the Applicant
<u>Date of Decision:</u>	July 4, 2019

REASONS FOR DECISION

An application to a rental officer made by ARELP as the Applicant/Landlord against BK and CI as the Respondents/Tenants was filed by the Rental Office May 15, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was served on the Respondents by registered mail signed for June 14, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to comply with their obligation to provide three months' post-dated cheques for rent. An order was sought for payment of rental arrears, payment of future rent on time, and termination of the tenancy agreement.

A hearing was scheduled for July 4, 2019, by three-way teleconference. BD appeared representing the Applicant. BK and CI were served notices of the hearing by registered mail signed for June 14, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matter

The application to a rental officer was made against BK and "CI". The written tenancy agreement identified the Tenants as BK and CI. The miss-spelling of CI's last name was noted at the hearing and the Applicant's representative requested that the application to a rental officer be amended to reflect the correct spelling of CI's last name. The application was amended accordingly.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing February 19, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and post-dated cheques

The client aged detail entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. Rent was established at \$1,150 per month. Only two payments towards the rent have been received in the five months of this tenancy: \$1,150 recorded March 1, 2019, and \$2,300 recorded July 3, 2019.

Paragraph 1 of the written tenancy agreement includes a requirement that “Three months postdated cheques will be provided.” While this could be considered an additional obligation as provided for under subsection 45(1) of the Act, it is not the type of obligation that provides any effective value for either the Landlord or the Tenant given that post-dated cheques do not guarantee that the money will be in the bank account when the cheque is cashed. The obligation remains on the Tenant to pay the rent as agreed to when it is due under subsection 41(1) of the Act. It does not really matter how the rent is paid, or by whom, as long as the rent gets paid. That being the case, to my mind failing to provide post-dated cheques for the monthly rents does not constitute a breach justifying either an order to comply or consideration of termination of the tenancy agreement.

I am satisfied the client aged detail accurately reflects the current status of the Respondents’ rent account. I find the Respondents have repeatedly failed to pay the rent when due and have accumulated rental arrears in the amount of \$2,710.70. That amount represents approximately three months’ rent.

Termination of the tenancy agreement

In light of the Respondents’ repeated failure to pay the rent when due and the amount of rental arrears that have accumulated over this relatively short tenancy, I am satisfied termination of the tenancy agreement is justified. By agreement with the Applicant’s representative, the termination order will be conditional on the Respondents paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$2,710.70 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy agreement September 30, 2019, unless the rental arrears are paid in full and the monthly rents for August and September are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer