

IN THE MATTER between **NPRLP**, Applicant, and **SC**, 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:

NPRLP

Applicant/Landlord

-and-

SC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 30, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant SC, Respondent
<u>Date of Decision:</u>	July 30, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against SC as the Respondent/Tenant was filed by the Rental Office May 28, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email deemed received June 22, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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

A hearing was scheduled for July 30, 2019, in Yellowknife. CDL appeared representing the Applicant. SC appeared as Respondent.

Tenancy agreement

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

Previous order

Rental Officer Order Number 16238 issued November 20, 2018, required the Respondent to pay rental arrears in the amount of \$1,862 and required the Respondent to pay rent on time in the future.

Rental arrears

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$1,845 per month. Late payment penalties were calculated in accordance with the Act and Regulations, and \$14 in late payment penalties for July 2019 were added to the lease ledger balance at hearing. Either insufficient payments or no payments were received in seven of the last eight months of the tenancy, since the last Rental Officer order was issued.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She testified that she has not been able to find full time work. However, she is expecting financial help from the Homelessness Assistance Fund in the amount of \$3,000, and she is expecting retroactive child tax benefits and an increase of her future child tax benefits. Between those two sources of income, the Respondent committed to having the rental arrears paid in full by the end of October and to ensure the monthly rent was paid in full when due.

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 in full when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$7,857.64. That amount represents approximately five months' rent.

Termination of the tenancy agreement

In light of the Respondent's repeated failure to pay rent in full when due, the Respondent's failure to comply with a rental officer order to pay future rent on time, 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 representative, the termination order will be conditional on the Respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$7,857.64 (p.41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy agreement October 31, 2019, unless the rental arrears are paid in full and the rents for August, September, and October are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer