

IN THE MATTER between **NPRLP**, Applicant, and **CD**, 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-

CD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 30, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant
CD, Respondent
KB, Pathfinder - Integrated Case Management, on behalf of the
Respondent

Date of Decision: July 30, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against CD 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 23, 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, 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 the rental arrears and termination of the tenancy agreement.

A hearing was scheduled for July 30, 2019, in Yellowknife. CDL appeared representing the Applicant. CD appeared as Respondent, with KB appearing on his behalf in her capacity as a Pathfinder for the Integrated Case Management team.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing December 1, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15557 issued July 10, 2017, required the Respondent to pay rental arrears in the amount of \$306.69 and required the Respondent to pay rent on time in the future. The rental arrears were paid in full by November 10, 2017.

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 \$1,244 per month. The late payment penalties were calculated in accordance with the Act, and late payment penalties of \$11 for July 2019 were added to the lease ledger balance. Insufficient payments were made in nine of the last 12 months of the tenancy. An additional payment of \$320 which does not yet appear on the lease ledger was deducted from the lease ledger balance.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent struggles with mental health issues and has difficulties keeping his finances in order. He has received financial assistance through different resources throughout his tenancy and gets confused about who is supposed to pay what amount and when. He is now receiving CPP and Income Assistance, which should stabilize his rent payments. It was acknowledged that payments coming from Income Assistance are usually not received until between the 5th and 7th of each month. The Respondent also indicated that he has been approved for the Disability Tax Credit retroactive to 2011. That payment is expected to arrive before mid-September and should be of sufficient amount to resolve the rental arrears in full. The Respondent is committed to learning and paying more attention to making sure he is reporting to Income Assistance every month and his rent is getting paid in full every month.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the full amount of rent 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 \$1,813.13. That amount represents approximately two months' rent.

Termination of the tenancy agreement

In light of the Respondent's repeated failure to pay the rent in full when due, the Respondent's failure to comply with a rental officer order, and the amount of rental arrears that have accumulated, balanced against the Respondent's personal circumstances, I am satisfied a tiered conditional termination order is justified. By agreement with the parties, the termination order will have two termination dates each dependent on the rental arrears being paid in full by September 30th and the monthly rents being paid in full no later than the 7th of each of month.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,813.13 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement September 30, 2019, unless the rental arrears are paid in full, the rent for August is paid in full by August 7, 2019, and the rent for September is paid in full by September 7, 2019 (p. 41(4)(c), ss. 83(2)); and
- terminating the tenancy agreement October 31, 2019, unless the rent for October is paid in full by October 7, 2019 (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer