

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

JS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 31, 2019

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: IA, representing the Applicant
JS, Respondent

Date of Decision: July 31, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against JS as the Respondent/Tenant was filed by the Rental Office May 29, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent June 26, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and failed to comply with a rental officer order to pay rent on time in the future. 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 31, 2019, in Inuvik. The Rental Officer appeared by telephone. IA appeared representing the Applicant. JS appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing January 1, 2016. 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 16339 issued February 5, 2019, required the Respondent to pay rental arrears in the amount of \$3,594 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 \$1,305 per month. Late payment penalties were calculated in accordance with the Act. Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy, or two of the last five months since the last Rental Officer order was issued. It is clear the Respondent has made concerted efforts to resolve his rent account.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging his continued debt and accepting responsibility for it. He testified that he has recently started a second job to get his arrears cleared up and help get his rent paid on time. Although he conceded he could not have his August rent paid by August 1st, he committed to having it paid by August 15th. The Respondent is also hopeful to have the rental arrears paid in full by August 31, 2019, and he committed to having September's rent paid in full by September 5, 2019.

I am satisfied the lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the 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 \$884. That amount represents less than one month's rent.

Termination of the tenancy agreement and eviction

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 to pay future rent on time, and the amount of rental arrears that remain outstanding, I am satisfied termination of the tenancy agreement and eviction are justified. However, given the Respondent's successful efforts to reduce his rental arrears and ultimately resolve the issue of paying rent on time, and his commitments to continue doing so, I am of the opinion that conditional tiered termination and eviction orders would be appropriate. By agreement with both the Applicant's representative and the Respondent, the termination and eviction orders will be conditional on the rent for August being paid in full by August 15, 2019, the rent for September being paid in full by September 5, 2019, and the rental arrears being paid in full by August 31, 2019.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$884 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement August 31, 2019, unless the rent for August is paid in full by August 15, 2019, and the rental arrears are paid in full by August 31, 2019 (p. 41(4)(c), ss. 83(2));

- terminating the tenancy agreement September 30, 2019, unless the rent for September is paid in full by September 5, 2019 (p. 41(4)(c), ss. 83(2));
- evicting the Respondent from the rental premises September 1, 2019, if the termination of the tenancy agreement becomes effective August 31, 2019 (p. 63(4)(a), ss. 83(2)); and
- evicting the Respondent from the rental premises October 1, 2019, if the termination of the tenancy agreement becomes effective September 30, 2019 (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer