

IN THE MATTER between **NPRLP**, Applicant, and **JT**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NPRLP**

Applicant/Landlord

-and-

**JT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 11, 2020

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** IA, representing the Applicant  
JT, Respondent

**Date of Decision:** March 11, 2020

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against JT as the Respondent/Tenant was filed by the Rental Office on January 30, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by email deemed served on February 17, 2020.

The Applicant claimed that the Respondent had rental arrears and an order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 11, 2020. The hearing proceeded by three-way teleconference. On the call were Janice Laycock, Rental Officer; IA, representative for the Applicant; and JT, the Respondent.

#### *Tenancy agreement*

Evidence was presented establishing a tenancy agreement for the term from September 1, 2017, to February 28, 2018. According to the Applicant this agreement continued month to month after that. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease ledger entered into evidence provides information on charges and payments on the rental account. An updated ledger dated March 9, 2020, was provided by the Applicant to the Rental Office and the Respondent prior to the hearing. According to this ledger the Respondent's rent is currently \$1,400 per month and the current rental arrears are \$3,314.

The ledger provided by the Applicant included information on charges for rent and late payment penalties as well as payments from September 1, 2017, to March 9, 2019. At the hearing the Respondent agreed with the ledger provided. I reviewed the late payment penalties charged and found them to be in keeping with the Act and the *Residential Tenancies Regulations* (the Regulations).

I am satisfied based on the evidence, testimony, and my review of the late payment penalty charges that the Respondent currently owes rental arrears in the amount of \$3,314.

### *Termination of the tenancy agreement and eviction*

The Respondent has a long history of not paying their rent on time. They have repeatedly not paid the full amount of rent owing, and more recently (January 2020) they didn't pay any rent at all. The last time the Respondent was fully caught up on their rent was August 28, 2019.

The Respondent agreed that they had not consistently paid their rent. They testified that in December they had some specific struggles with a death in the family and then having to take some unpaid leave from work. Recently they met with the Landlord to explain their circumstances and steps that they would take to pay rent and pay off their rental arrears.

Although these are positive steps, this testimony does not explain the lengthy history of rental arrears prior to December 2019, nor does it excuse the Respondent from repeatedly not meeting their obligations to pay rent as set out in the tenancy agreement and the Act. Based on the evidence presented I am satisfied that termination of the tenancy agreement and eviction are justified. However, considering the steps taken by the Respondent to work with the Applicant and their commitment at the hearing to pay off the rental arrears quickly, as well as the willingness of the Applicant to give the Respondent more time to pay, the termination and eviction orders will be conditional on the Respondent paying their rent for April 2020 on time and paying off the full amount of their rental arrears by April 30, 2020.

### *Orders*

An order will be issued:

- requiring the Respondent to pay rental arrears of \$3,314 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement on April 30, 2020, unless the rental arrears are paid in full and the rent for April is paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises on or after May 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Janice Laycock  
Rental Officer