

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

BETWEEN:

NPRLP

Applicant/Landlord

-and-

JN AND DN

Respondents/Tenants

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | August 19, 2020 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories |
| <u>Appearances at Hearing:</u> | CDL, representing the Applicant DN, Respondent |
| <u>Date of Decision:</u> | August 19, 2020 |

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against JN and DN as the Respondents/Tenants was filed by the Rental Office July 15, 2020. 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 on August 3, 2020.

The Applicant alleged that the Respondent had repeatedly failed to pay their rent when due and sought an order for payment of rental arrears, termination and eviction.

A hearing was held August 19, 2020, by three-way teleconference. On the call were: Janice Laycock, Rental Officer; CDL, representing the Applicant; and DN as the Respondent and appearing on behalf of JN.

Tenancy agreement

Evidence was presented establishing a tenancy agreement for the term from October 1, 2019, to September 30, 2020. DN testified that she had been trying to get JN removed from the tenancy agreement as JN was a co-signor but did not live in the rental premises. The Applicant testified that according to their records the tenancy agreement was with both JN and DN and had not been amended. I am satisfied that a valid joint tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and tenant damages

The lease ledger entered into evidence provides information on charges and payments on the rental account. The Application included a lease ledger to July 1, 2020. An updated ledger to August 14, 2020, was provided to the Rental Office prior to the hearing. This information was also provided to the Respondent by email at the hearing. The Respondent accepted service of the updated statement and verified that the rental arrears are currently \$2,990 (including late payment penalties). I reviewed the late payment penalties charged and found them to be in keeping with the Act and the *Residential Tenancies Regulations* (the Regulations).

At the hearing I questioned a charge in the ledger for \$52.50 "lock change - requested by tenant". The Respondent testified that they had requested that the lock be replaced and were responsible for this repair. Although not part of the Applicant's claim relating to rental arrears, based on testimony at the hearing, I find the Respondents are responsible for this repair of damages totalling \$52.50.

I am satisfied that the ledger accurately reflects the calculation of accumulated rental arrears and costs of repairs, and I find that the Respondents currently have rental arrears and expenses related to the repairs totalling \$3,042.50.

Termination of the tenancy agreement and eviction

The Respondent testified that they were working with their support worker at the Government of the Northwest Territories (GNWT) to cover off their arrears, including trying to get Julie Naedzo removed from the tenancy agreement so that they can receive support from the GNWT for 100 percent of the rent. Until that is done only 50 percent of the rent (\$927.50) is being covered. The Respondent also testified that they were returning to school in the fall and would be depending on student financial assistance to pay their rent and may need additional time in September to pay the rent.

The Applicant asked the Respondent to work with their office to make progress on payment of arrears and to arrange for payment of the rent, and they expressed support for a conditional order for termination of the tenancy agreement and eviction.

The Respondents have repeatedly failed to pay the rent on time or at all. According to the ledger no rent was paid in March 2020, only partial rent was paid in May, and no rent was paid in July. However, four payments of \$927.50 each were made on August 14, 2020. At the hearing I acknowledged the Respondent's attempts to receive support for rent but reminded the Respondent that they and JN had committed under the tenancy agreement to pay the rent and pay it on time.

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 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 rents for September, October, and November 2020 on time and paying off the full amount of their rental arrears by November 30, 2020.

Order

An order will be issued:

- requiring the Respondents to pay rental arrears and costs of repairs totalling \$3,042.50 and to pay their rent on time in the future (p. 41(4)(a), p. 42(3)(e) and p. 41(4)(b));
- terminating the tenancy agreement on November 30, 2020, unless the rental arrears are paid in full and the rents for September, October, and November 2020 are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises on or after December 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer