

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

AJ

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 10, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JK, representing the Applicant AJ, Respondent
<u>Date of Decision:</u>	November 10, 2020

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against AJ as the Respondent/Tenant was filed by the Rental Office October 8, 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 registered mail delivered October 21, 2020.

The Applicant alleged the Respondent had repeatedly failed to pay the full amount of the rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held November 10, 2020, by three-way teleconference. JK appeared representing the Applicant. AJ appeared as the Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing by assignment effective the end of May 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease ledger provided as part of the application package was printed October 2, 2020, and reflected rental arrears, including late payment penalties, in the amount of \$7,165.30. At the hearing, the Applicant's representative explained that the Landlord was in the middle of a change of ownership to a new company and the accounting software was inaccessible to the local office at the moment. Based on the information the Applicant's representative was able to retrieve from the accounting system, he believed the rental arrears remained at \$7,165.30.

The Respondent did not dispute that she carried rental arrears, acknowledging she has a debt and accepting responsibility for it. However, she did testify that she had made two payments that did not seem to be reflected in the balance testified to by the Applicant's representative: one payment of \$1,500 made November 4, 2020, and one payment of \$2,600 made November 10, 2020.

The Applicant's representative confirmed that he was not seeing those payments in his system, but could not dispute that they were made. Rental arrears were calculated at the hearing accounting for the two referenced payments, resulting in a value of \$3,065.30. The Applicant's representative agreed to obtain an updated lease ledger and forward that to me to cross-reference and verify the correct balance of rental arrears.

Upon receipt of the updated ledger I realized that the balance of \$7,165.30 was in fact the balance as of October 2nd and did not account for any transactions after that date. Those additional transactions include:

Late payment penalties for October	\$29.00
Payment received October 7, 2020	(\$2,000.00)
Rent for November	\$2,247.06
Payment received November 4, 2020	(\$1,500.00)
Payment received November 10, 2020	(\$2,600.00)

Consequently, the adjusted lease ledger should reflect a balance of rental arrears in the amount of \$3,341.36. The ledger also shows that either no payments or not enough was paid towards the rent in seven of the last 12 months of the tenancy.

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 rent in full when due and has accumulated rental arrears in the amount of \$3,341.36. That amount represents approximately two months' rent.

Termination of the tenancy agreement and eviction

Given the repeated pattern of failing to pay the rent and the amount of rental arrears that have accumulated, I am satisfied that termination of the tenancy agreement and eviction are justified.

The Respondent testified at the hearing that she had been laid off from work in February for reasons unrelated to the COVID-19 pandemic, and that she did tell the Applicant this was the case. The Respondent has been struggling to meet her obligations, but doing what she could as she could. She is in a position now where she is receiving unemployment insurance payments and is working part-time while she seeks full-time employment. The Respondent believes she will be able to have the rental arrears paid in full by the end of December, and should be able to pay her rent in full when it's due going forward.

The Applicant was receptive to conditional termination and eviction orders dependent on the rental arrears being paid in full and future rent being paid on time. So as not to set the Respondent up for potential failure with too early a date, I agreed to extend the conditional termination and eviction orders to January 31, 2021, and February 1, 2021, respectively.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$3,341.36 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement January 31, 2021, unless the rental arrears are paid in full and the rents for December and January are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises February 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer