

IN THE MATTER between **YKD**, Applicant, and **RD**, 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:

YKD

Applicant/Landlord

-and-

RD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 12, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SS, representing the Applicant RD, Respondent
<u>Date of Decision:</u>	November 12, 2020

REASONS FOR DECISION

An application to a rental officer made by YKD Property Management as the Applicant/Landlord against RD as the Respondent/Tenant was filed by the Rental Office on 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 email deemed received October 19, 2020, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations) .

The Applicant claimed that the Respondent had rental arrears and an order was sought for payment of rent owing.

A hearing was scheduled for November 12, 2020, and notice was provided to both parties. The hearing proceeded by three-way teleconference. SS attended the hearing representing the Applicant. RD attended the hearing as the Respondent.

Preliminary matters

Style of cause

It was noted that the provided tenancy agreement identified the Landlord as YKD. The style of cause for this matter was amended to reflect the Applicant/Landlord as YKD.

Termination of the tenancy agreement and eviction

At the hearing the Applicant also asked for termination of the tenancy agreement and eviction. As this was not part of the filed application, and considering that the Respondent had no prior notice of this intention, I denied the Applicant's request to deal with termination of the tenancy agreement and eviction at this hearing. The Applicant decided to file a new application if a decision was made by the Landlord to seek termination of the tenancy agreement and eviction.

Tenancy agreement

Evidence was presented establishing a tenancy agreement for the period from October 1, 2014, to September 30, 2015, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The statement entered into evidence provides information on the charges and payments on the rental account during the period when the rental arrears accrued. According to this statement the rent is \$1,800 per month, the Respondent has only paid rent of \$2,465.13 in the last 10 months, and as a result on October 1, 2020, they owed \$15,534.87 in rental arrears. This statement also included interest on overdue rent totalling \$996.75. The Applicant testified that this amount was included in error and they would not be charging this amount or any amount for late rent penalties.

The Respondent testified that they had tried to make their payments, but were responsible for two other people as well as the utilities for the rental premises, which are quite high. They did not dispute the amount of rental arrears being claimed by the Applicant, and said they would find a way to pay the arrears.

I am satisfied the statement provided accurately reflects the current status of the Respondent's rent account and I find the Respondent currently has rental arrears totalling \$15,534.87.

Orders

An order will be issued requiring the Respondent to pay rental arrears in the amount of \$15,534.87 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b)).

Janice Laycock
Rental Officer