

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

SN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, representing the Applicant
SN, Respondent

Date of Decision: March 11, 2021

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against SN 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 rent in full 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 commenced November 10, 2020, by three-way teleconference. Josh Kaiser appeared representing the Applicant. SN appeared as Respondent. The Respondent indicated she had expected an advocate from the YWCA to appear, but that person was not available. The Respondent requested an adjournment so that she could reconnect with the YWCA and further seek their support. The Applicant's representative agreed to the adjournment.

The hearing was re-scheduled to November 19, 2020, by three-way teleconference. SN appeared as the Respondent. No one appeared for the Applicant. The hearing was adjourned *sine die* and a dismissal warning notice was sent to the Applicant. The Applicant's representative contacted the Rental Office the next day with apologies, citing a family emergency interfering with the Applicant's representative's appearance.

The hearing was again re-scheduled peremptory on the Applicant for January 20, 2021. That hearing was postponed peremptory on the Respondent when the Respondent contacted the Rental Office earlier that day citing family medical issues that had interfered with her ability to adequately defend herself.

The hearing was held March 11, 2021, by three-way teleconference. RP appeared representing the Applicant. SN appeared as the Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing June 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order #16484 issued May 16, 2019, ordered the Respondent to pay rental arrears in the amount of \$7,056; ordered the termination of the tenancy agreement May 31, 2019; and ordered the eviction of the Tenant from the rental premises June 1, 2019. The rental arrears were paid in full by June 12, 2019, and the Landlord did not enforce the termination and eviction orders. As a result, the tenancy agreement was reinstated as of June 1, 2019.

Rental arrears

The lease ledgers entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. Rent was established at \$2,500 per month as of June 1, 2017, and \$2,675 per month as of June 1, 2019. Either insufficient payments or no payments were made against the rent account in 7 of the last 12 months of the tenancy.

At the time that the application was filed the Respondent had accumulated \$5,349.99 in rental arrears. By the November 19th hearing date those arrears had increased to \$8,024.99. Payments were made by the GNWT on behalf of the Respondent in December 2020 which resolved the accumulated rental arrears, leaving only the December rent of \$2,675 in arrears. No payments were made in January and only one-third of the rent was paid in February and March. The rental arrears accumulated as of March 11th amount to \$8,916.66.

The Applicant's representative testified that repeated attempts to work with the Respondent on this issue were unsuccessful. The last communication between the parties was a few weeks ago at which time the Respondent had promised to bring the rental arrears balance down. Although two partial payments were received since that call, no further efforts by the Respondent were apparent and the rental arrears balance again increased.

The Respondent did not dispute the accuracy of the lease ledger, acknowledging her debt and accepting responsibility for it. She testified she is a single, unemployed parent to an adult son with Down Syndrome. The Respondent and her son receive financial support from Education, Culture and Employment (ECE). ECE pays the rent, but only when all the necessary paperwork is submitted to them. The Respondent acknowledged that she has found it difficult to stay on top of submitting the paperwork to ECE, including finding a printer to print those documents.

The Respondent was reminded that this was not her first time being brought before the Rental Officer for failing to pay her rent. She was also reminded that paying the rent is a primary obligation under the tenancy agreement and the Act, and it is the Tenant's responsibility to make sure the rent is getting paid in full each and every month. If another party, such as ECE, is expected to pay the rent on the Tenant's behalf, it is still the Tenant's responsibility to make sure the rent is getting paid.

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 and has accumulated rental arrears in the amount of \$8,916.66. That amount represents approximately four months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent in full when due and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. I am not satisfied that the Respondent has made all reasonable efforts to resolve her debt, and it is unlikely that the pattern of behaviour will not continue or recur. It would be a disservice to the Landlord to allow the tenancy to continue given the high risk of continued accumulation of rental arrears.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$8,916.66 (p. 41(4)(a));
- terminating the tenancy agreement March 31, 2021 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises April 9, 2021 (p. 63(4)(a)).

Adelle Guigon
Rental Officer