File #17341

IN THE MATTER between **NCHYP**, Applicant, and **MAD**, 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:

NCHYP

Applicant/Landlord

-and-

MAD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **August 17, 2021**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **RP, representing the Applicant**
MAD, the Respondent
AC, in support of the Respondent
RO, in support of the Respondent

Date of Decision: **August 17, 2021**

REASONS FOR DECISION

An application to a rental officer made by NCHYP as the Applicant/Landlord against MAD as the Respondent/Tenant was filed by the Rental Office July 2, 2021. 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 served July 25, 2021.

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

A hearing was held August 17, 2021, by three-way teleconference. RP appeared representing the Applicant. The Respondent MAD appeared. The Respondent also had support at the hearing from AC and RO from the GNWT Integrated Case Management (ICM) Program.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between NPR Limited Partnership and MAD, commencing on December 1, 2017, and continuing month to month. At the hearing it was clarified that the Landlord is now known as NCHYP. I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The international lease ledger statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The monthly rent is $1,685. On August 17, 2021, just prior to the hearing, the Applicant provided the Rental Office with an updated statement. At the hearing it was explained that these statements are available online to the tenants and can be accessed anytime.

According to this statement and the testimony of the Respondent, it is clear they have struggled to pay their full rent on time or any rent in some months. According to the statement, in August 2019 they had a zero balance. However, after paying partial rent in some months and no rent in December 2019 and March, May, October, November, and December 2020 their arrears totalled $6,689. In 2021 the Respondent did not pay their rent in January and February, and by June their rental arrears totalled $9,665.83. This amount includes late payment penalties that are calculated in accordance with the Act and section 3 of the *Residential Tenancies Regulations* (the Regulations).

At the hearing the Respondent testified that a payment of $3,000 had been made on their behalf by the YWCA, leaving the amount owing as $6,655.83. The Applicant confirmed that this payment had been made but had not yet been applied to the account and as a result did not show up on the lease ledger statement.

After the hearing, I reviewed the account again and found a $25 charge in September 2019 for a new laundry key that has not been paid. This charge is not rental arrears and should not be included in the rental arrears. The ledger was adjusted and the revised rental arrears are $6,630.83.

I am satisfied the updated lease ledger statement accurately reflects the status of the rental account on August 2, 2021. Once the payment of $3,000 is applied against this account and the amount charged for a new laundry key of $25 is deducted, I find that the Respondent currently owes rental arrears totalling $6,630.83.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay rent when due and the significant arrears that have accumulated I am satisfied that termination of the tenancy and eviction are justified.

At the hearing the Respondent testified they had health issues, had been laid off from their job in April 2020 because of COVID-19, and had struggled to find work. According to their testimony and evidence they had tried to enter into a payment plan with the Applicant to pay $50 per month. The Applicant did not accept this amount. The Respondent had been employed again but was not working now because of health issues. They testified they are seeking other funding to try to cover off their arrears and sought more time to do so.

I told the Respondent that I appreciated they were struggling but reminded them they had agreed to pay rent on time when they signed the tenancy agreement with the Applicant. Under subsection 41(1) of the Act, "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement."

The Applicant expressed a willingness to give the Respondent a chance to pay off their arrears, but reiterated that the Respondent had been in arrears for many months and despite efforts to contact them they had only recently taken steps to deal with the arrears.

Considering the Applicant's willingness and the Respondent's recent efforts with the support of the ICM Program to find funding to pay off their arrears, the termination and eviction orders will be conditional on the Respondent paying their arrears by the end of August 2021.

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Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of $6,630.83 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement on August 31, 2021, unless the rental arrears are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises on September 1, 2021, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer