

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

**NCHYP**

Applicant/Landlord

-and-

**CA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 18, 2021

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

**Appearances at Hearing:** RP, representing the Applicant

**Date of Decision:** August 18, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by NCHYP as the Applicant/Landlord against CA 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 received July 24, 2021, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated substantial rental arrears, and had failed to comply with rental officer orders to pay rental arrears and to pay future rent on time. An order was sought for payment of the rental arrears, termination of the tenancy, and eviction.

A hearing was held August 18, 2021, by three-way teleconference. RP appeared representing the Applicant. CA was served notice of the hearing by email deemed received July 24, 2021. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties commencing September 1, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #16800 issued January 9, 2020, ordered: the Respondent to pay rental arrears of \$5,071.42; the Respondent to pay her future rent on time; termination of the tenancy March 31, 2020, unless the rental arrears were paid in full and the rents for February and March were paid on time; and eviction April 1, 2020, if the termination of the tenancy became effective. The Respondent failed to comply with the terms of the order, but the Landlord did not enforce the termination and eviction orders. Therefore, the tenancy was effectively reinstated as of April 1, 2020. The monetary order remains enforceable if filed at the Supreme Court before January 9, 2023.

Rental Officer Order #17039 issued October 6, 2020, ordered: the Respondent to pay rental arrears accumulated since Rental Officer Order #16800 was issued in the amount of \$7,104.49; termination of the tenancy November 15, 2020, unless the rental arrears and the rent for November were paid in full; and eviction November 16, 2020, if the termination of the tenancy became effective. Due to a complicated change of landlord transition occurring during the termination and eviction dates, the Landlord did not enforce the termination and eviction orders. Therefore, the tenancy was effectively reinstated as of November 16, 2020. The monetary order remains enforceable if filed at the Supreme Court before October 6, 2023.

#### *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 \$2,100 per month and due on the 1<sup>st</sup> day of each month. Insufficient payments were made in 5 and no payments were made in 15 of the last 24 months of the tenancy, with the last payment being received on July 3, 2020, in the amount of \$1,838.75.

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, has failed to comply with Rental Officer orders to pay rental arrears, has failed to comply with a Rental Officer order to pay future rent on time, and has accumulated rental arrears in the total amount of \$33,200.91. That amount represents approximately 16 months' rent. The previous Rental Officer ordered amounts of \$5,071.42 and \$7,104.49 will be deducted from the total rental arrears and an order will issue for payment of the remaining balance of \$21,025.

#### *Termination of the tenancy and eviction*

The Applicant's representative confirmed that the Respondent remains in occupancy of the rental premises. In light of the Respondent's repeated failure to pay the rent, the Respondent's repeated failure to comply with Rental Officer orders to pay rental arrears and pay future rent on time, and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. I am also satisfied that an order for the Respondent to pay overholding rent for each day she remains in the rental premises after the termination date of the tenancy is appropriate.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears accumulated since the last Rental Officer order was issued in the amount of \$21,025 (p. 41(4)(a));
- terminating the tenancy August 31, 2021 (p. 41(4)(c));
- evicting the Respondent from the rental premises September 1, 2021 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$69.04 for each day she remains in the rental premises after August 31, 2021, to a maximum of \$2,100 per month (p. 63(4)(b)).

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Adelle Guigon  
Rental Officer