

IN THE MATTER between **LM**, Applicant, and **AD**, 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:

LM

Applicant/Landlord

-and-

AD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 19, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LM, Applicant
AD, Respondent

Date of Decision: August 19, 2021

REASONS FOR DECISION

An application to a rental officer made by LM as the Applicant/Landlord against AD as the Respondent/Tenant was filed by the Rental Office July 15, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent July 20, 2021.

The Applicant alleged the Respondent was repeatedly late paying the rent and had accumulated rental arrears. An order was sought to terminate the tenancy.

A hearing was held August 19, 2021, by three-way teleconference. LM appeared as Applicant. AD appeared as Respondent.

Tenancy agreement

The parties agreed that this tenancy began December 1, 2020, but they disagreed on the terms of the agreement. The Respondent testified that when the tenancy began he was unable to pay the full rent for December when he moved in but made arrangements with the Landlord to pay the rent in two installments per month, one mid-month and one at the end of the month. The Applicant acknowledged that was the agreement at first, but that after a few months she expected the rent to be paid on the first of each month. The Respondent provided evidence showing that he consistently paid the rent as originally agreed – in bi-monthly installments – throughout the tenancy. The Applicant also claimed that the tenancy was for a month-to-month period, not for a fixed-term.

The Respondent provided a written tenancy agreement that was dated December 1, 2020, but both parties agreed was in fact signed in May 2020. They agreed that the written tenancy agreement was entered into because the Respondent required it to receive financial support under the Northwest Territories Housing Corporation's Transitional Rent Supplement Program (TRSP). The agreement sets out the rental premises address, the utilities that are included, the monthly rent of \$1,600, the fixed-term of 1 year, and the start date of December 1, 2020, and it is signed by both parties. The Applicant tried to argue that the written tenancy agreement didn't really mean anything because it was only created to satisfy the TRSP requirements, she didn't really read it when she signed it, and it didn't reflect the actual agreement they entered into.

I do not accept the Applicant's arguments against the validity of the written tenancy agreement. Regardless of what the initial verbal agreement was, the written agreement sets out the terms of the tenancy and was signed by the Landlord and the Tenant. I am satisfied a valid written tenancy agreement is in place for a fixed-term period starting December 1, 2020, and ending November 30, 2021.

Rental arrears

The Applicant claimed the Respondent had repeatedly failed to pay the rent when due and that the Respondent had accumulated rental arrears, although a value of rental arrears was not provided. The Applicant provided some proofs of rent payments that had been received, but the Respondent provided a detailed accounting of all the payments he made to the Applicant.

As mentioned, the parties agreed in December to the rent being paid bi-monthly. The subsequent written tenancy agreement did not specify when the rent was due or how it was to be paid. The Respondent's detailed accounting clearly shows that he consistently paid his rent as agreed at the beginning of the tenancy on a bi-weekly basis. The Respondent's accounting also shows that he carries a \$100 credit on his rent account, which resulted from an overpayment in December 2020.

I am satisfied the Respondent's accounting accurately reflects the pattern of payments made by the Respondent and sets out the current status of the rent account. I am satisfied that, absent a specific condition in the written tenancy agreement stating otherwise, the monthly rent was due to be paid in bi-monthly installments within the month it was for. I am not satisfied the Respondent has failed to pay his rent in full when due, nor am I satisfied that he has accumulated any rental arrears.

Termination of the tenancy

In light of my finding that the Respondent has not in fact breached the terms of his tenancy agreement respecting the payment of rent, I find that termination of the tenancy is not justified. The Applicant's application is denied.

Adelle Guigon
Rental Officer