

IN THE MATTER between **NCHYP**, Applicant, and **KEF**, 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-

KEF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 1, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: IA, representing the Applicant

Date of Decision: December 1, 2021

REASONS FOR DECISION

An application to a rental officer made by NCHYP as the Applicant/Landlord against KEF as the Respondent/Tenant was filed by the Rental Office October 27, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent on November 10, 2021.

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

A hearing was held December 1, 2021, by three-way teleconference. IA appeared representing the Applicant. The Respondent was personally served with notice of the hearing on November 10, 2021. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for the period from March 1, 2021, to February 28, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The international lease ledger entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. An updated statement was provided to the Rental Office on November 30, 2021.

According to this statement, the monthly rent is \$1,350. The Respondent had a credit of \$174.19 in July 2021, did not pay any rent in August, September, or October, and two payments were received in November totalling \$2,700. Including late payment penalties totalling \$86, which were calculated in accordance with the Act and the *Residential Tenancies Regulations*, I find the Respondent currently owes rental arrears totalling \$3,961.81.

Termination of the tenancy and eviction

At the hearing the Applicant testified they had followed up with the Respondent about the rental arrears. Initially the Respondent reported that they were out of a job and were seeking employment. Later they said that they were unsuccessful in getting work and were seeking assistance in paying their rent.

On October 1, 2021, after not receiving any rent for July and August, the Applicant provided the Respondent with a "10 Day Lease Termination Notice" and advised them that failure to pay would result in proceeding with an eviction. No rent was paid in October, however, two payments totalling \$2,700 were made in November.

The Applicant testified they had made repeated attempts to speak to the Respondent in recent days about the hearing and to try to come up with a payment plan to deal with the arrears, but were not successful.

In light of the Respondents repeated failure to pay their rent when due and the arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. However, as the Respondent has recently made attempts to pay their rent and arrears, and with the agreement of the Applicant, the termination and eviction orders will be conditional on the Respondent paying their arrears , paying the rent for December 2021, and paying the rent for January 2022 when due.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$3,961.81 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement on January 31, 2022, unless the rent for December 2021 is paid, the rent for January 2022 is paid when due, and the rental arrears are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises on February 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer