

IN THE MATTER between **NWTCSC**, Applicant, and **EM**, 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:

**NWTCSC**

Applicant/Landlord

-and-

**EM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 20, 2022

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

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

**Date of Decision:** January 20, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by NWT CSC as the Applicant/Landlord against EM as the Respondent/Tenant was filed by the Rental Office December 20, 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 December 21, 2021.

The Applicant alleged the Respondent had failed to pay the rent in full when due. An order was sought for payment of the rental arrears, termination of the tenancy, and eviction.

A hearing was held January 20, 2021, by three-way teleconference. CW appeared representing the Applicant. EM was personally served notice of the hearing December 21, 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 for subsidized housing commencing November 1, 2021, for a fixed term to June 30, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

Section 6 of the written tenancy agreement establishes the rent at \$800 per month due on or before the first workday of the month.

The Applicant's representative testified that the rent for November had been paid in full by Income Support on behalf of the Respondent. He further testified that the rent for December 2021 had not been paid in full by December 1<sup>st</sup>. Three notices regarding the late rent were sent to the Respondent on December 7<sup>th</sup>, 14<sup>th</sup>, and 17<sup>th</sup>, with no reply from the Respondent, after which the Applicant filed the application to a rental officer. The rent for January 2022 also had not been paid in full by January 4<sup>th</sup> as required.

The Applicant's representative testified that the Respondent delivered two statements dated January 17, 2022, from Income Support confirming that the rents for December and January were paid by Income Support on behalf of the Respondent. The Applicant's representative confirmed receipt of the rent payments on January 18<sup>th</sup>, acknowledging at the hearing that the Respondent's rent account now carried a zero balance.

Regardless of whether a Tenant's rent is being paid by someone else on their behalf, the responsibility for ensuring the rent is getting paid in full when it is due lies with the Tenant.

I am satisfied the Respondent failed to pay the rent in full when due for two of the three months of this tenancy. I am satisfied the Respondent no longer carries rental arrears. I find the Respondent has failed to comply with her obligation to pay the rent in full when due, contrary to section 41(1) of the Act.

*Termination of the tenancy and eviction*

The Applicant requested an order to terminate the tenancy and for eviction on the grounds that the Respondent was late paying two months' rent. I denied this request as I am not satisfied termination and eviction are justified given how early into the tenancy this Respondent is and that the rental arrears have been addressed. There is no repeated pattern of behaviour yet established to presume a likelihood that the Respondent will fail to pay the rent on time going forward.

The Applicant then requested a conditional eviction order for the end of the fixed-term if the Respondent failed to pay future rent on time. That request was also denied for the same reasons identified above.

I did clarify that should the Respondent fail to pay any further rent on time that a repeated pattern of failing to comply with that obligation will be created, at which point the Applicant would then be in a somewhat stronger position to make the application for termination of the tenancy and eviction. I also write this explanation here in the hopes the Respondent will understand the potential consequences to her if she does not ensure the rent is getting paid in full each month when it's due include losing her tenancy and being forced to vacate.

*Order*

An order will issue requiring the Respondent to pay her future rent on time (p. 41(4)(b)).

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Adelle Guigon  
Rental Officer