

IN THE MATTER between **NF**, Applicant, and **JC and RB**, 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:

**NF**

Applicant/Landlord

-and-

**JC and RB**

Respondents/Tenants

**REASONS FOR DECISION**

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

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

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

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

### **REASONS FOR DECISION**

An application to a rental officer made by NF as the Applicant/Landlord against JC and RB as the Respondents/Tenants was filed by the Rental Office February 25, 2022. 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 Respondents by email deemed served on April 8, 2022.

The Applicant claimed the Respondents had accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held April 20, 2022, by three-way teleconference. RP appeared representing the Applicant. RB appeared as the Respondent and on behalf of JC. I reserved my decision at the hearing pending receipt from the Applicant of an updated rent statement.

#### *Tenancy agreement*

Evidence was provided establishing a fixed-term tenancy agreement for the period from May 1, 2021, to April 30, 2022. At the hearing it was clarified that the Landlord is now known as NF, and not NCHPL as set out in the tenancy agreement. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The updated rental statement was provided as evidence to the Rental Office on April 20, 2022. This statement represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. The rent is \$2,300 per month and after having outstanding rental arrears of \$11,106 on April 1, 2022, the Respondents have been able to make payments and reduce the amount owing to \$8,706.

The arrears balance includes late payment penalties calculated in accordance with the *Residential Tenancies Regulations*. This amount does not include \$100 in NSF charges as there are no provisions in the Act to recover those costs. I find the Respondents owe \$8,706 in outstanding rental arrears.

### *Termination of the tenancy and eviction*

Based on the evidence and testimony of the Applicant, I believe that termination of the tenancy agreement and eviction are justified. Since September 2022 the Respondents have repeatedly failed to pay their rent in full and when due, and they have accumulated significant arrears.

The Respondent testified and provided an email explaining that after a lack of work during the COVID-19 shutdowns, and after a subsequent attack resulting in hospitalization, they were now in a position to get back on their feet. They were attempting to clear up the balance owing on the rent and would be interested in setting up a payment plan.

The Applicant acknowledged that the Respondents had recently paid \$2,500 on the arrears and the Applicant was agreeable to a payment plan. A plan was developed between the parties at the hearing that would see the Respondents paying their full rent and at least \$1,400 each month towards the arrears owing, resulting in the full arrears being paid off on or before October 31, 2022. I pointed out that in order to pay all of the arrears during this period, payments of at least \$1,451 would need to be made in addition to their rent, and I agreed to a conditional termination and eviction order based on this plan.

### *Orders*

An order will issue:

- requiring the Respondents to pay rental arrears totalling \$8,706.00 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on October 31, 2022, unless the rental arrears are paid in full and the monthly rents for May, June, July, August, September, and October 2022 are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises on November 1, 2022, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Janice Laycock  
Rental Officer