

IN THE MATTER between **NF**, Applicant, and **TA**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NF

Applicant/Landlord

-and-

TA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 29, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, representing the Applicant

Date of Decision: June 29, 2022

REASONS FOR DECISION

An application to a rental officer made by NF as the Applicant/Landlord against TA as the Respondent/Tenant was filed by the Rental Office May 16, 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 Respondent by email, deemed served on June 9, 2022.

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

A hearing was scheduled for June 29, 2022, in person. At the request of the Respondent, they were provided the option of appearing at this hearing by telephone. RP appeared in person representing the Applicant. The Respondent did not appear at the hearing either in person or by telephone, nor did anyone appear on their behalf. As they were served notice of the hearing by email, deemed served on June 13, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between NPRLP and the Respondent for the period December 1, 2019 to November 30, 2020 and then continuing month to month. The rent was \$1,850/ per month but is now \$1,885/ per month. At the hearing, I noted the Landlord is now referred to as NF.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The updated statement entered into evidence represents the Landlord's accounting of monthly rents and payments made against the Respondent's account from November 2020 to June 2022. According to this statement, on November 9th, 2020, the Respondent had a credit balance of \$395, but after repeatedly not paying their full rent, or any rent, during the last seven months, on June 28, 2022, the Respondent's rental arrears totalled \$15,635.

These arrears include late payment penalties that are consistent with the Act and the *Residential Tenancies Regulations*.

At the hearing, the Applicant testified that the Respondent was regularly informed about their arrears and they had reached out to them on numerous occasions to try to find a resolution, but without success.

I am satisfied the updated statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay their rent when due and is responsible for rental arrears in the amount of \$15,635.

Termination and eviction

In light of the Respondent's repeated failure to pay rent in full, including not paying any rent for the last seven months, I am satisfied termination of the tenancy agreement and eviction are justified.

Order

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$15,635 (p. 41(4)(a));
- terminating the tenancy agreement on July 15, 2022 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on July 31, 2022 (p. 63(4)(a)).

Janice Laycock
Rental Officer