

IN THE MATTER between **NF**, Applicant, and **JP**, 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-

**JP**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 14, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>RP, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>September 14, 2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NF as the Applicant/Landlord against JP as the Respondent/Tenant was filed by the Rental Office June 24, 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 September 5, 2022.

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

A hearing was held on September 14, 2022, in person. RP appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy Agreement*

Evidence was provided establishing a tenancy agreement between NCHYPLP (now known as NF) and JP commencing on January 1, 2021 and continuing month to month. At the time of the hearing, the monthly rent was \$2,661. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

An updated statement, dated September 13, 2022, was provided to the Rental Office and the Respondent by email on September 13, 2022. The statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account.

The updated statement has a balance owing of \$4,588 that includes charges totalling \$405.74 for hydro. Under the tenancy agreement the tenant is responsible for paying their own hydro. The Applicant testified that when they don't pay, especially in the winter, the Landlord will step in and pay and charge it back to the Tenant.

Although, not complying with their obligation under the tenancy agreement may be a breach of the Act, this amount owing is not rent and as such is not part of this application. When the charges for hydro are deducted from the balance, the total rental arrears owing are \$4,183.12. This total includes late payment penalties charged according to the Act.

*Termination of the tenancy agreement and eviction*

According to the updated statement, since their tenancy commenced, the Respondent has had rental arrears owing each month on their account, ranging from \$777 to \$5,000. They did not pay any rent in February, May, and December 2021, or in February, May and July 2022, and at the time of the hearing had not paid any rent for September. Although the Respondent has typically made multiple payments in order to bring their arrears down again, at their current rent it doesn't take long to accrue fairly significant arrears.

At the hearing, the Applicant testified that they have made repeated attempts to contact the Respondent by phone and email in order to discuss the rental arrears, but have not been able to reach them and the Respondent has not replied, nor have they reached out to the Applicant. Termination of the tenancy agreement and eviction were being sought considering the lack of any communication by the Respondent and the consistent rental arrears.

Based on the evidence and testimony, I am satisfied the Respondent has repeatedly breached their obligation under subsection 41(1) of the Act to pay their rent when due and termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,183.12 (p. 41(4)(a));
- terminating the tenancy agreement on September 30, 2022 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on October 15, 2022 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer