

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

**CD**

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 CD, Respondent and HB</b>
<b><u>Date of Decision:</u></b>	<b>September 16, 2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NF as the Applicant/Landlord against CD 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 personally served on the Respondent August 29, 2022.

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

A hearing was held on September 14, 2022 in person. RP appeared representing the Applicant. The Respondent, CD, appeared as did his social worker, HB.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement between NCHYPLP (now known as NF) and CD commencing on August 1, 2021 and continuing month to month. The current rent is \$1,548 per month. I am satisfied a valid tenancy agreement is in place in accordance with *Residential Tenancies Act* (the Act).

#### *Previous orders*

Previous Rental Officer Order #16573 between the Respondent and NPRLP, and issued August 12, 2019 ordered:

- the Respondent to pay arrears owing totalling \$1,813.13;
- to pay rent on time in the future;
- terminating the tenancy agreement September 30, 2019 unless the rental arrears are paid in full and rent for August is paid in full by August 7, 2019, and rent for September is paid in full by September 7, 2019; and
- terminating the tenancy agreement October 31, 2019 unless the rent for October is paid in full by October 7, 2019.

Previous Rental Officer Order #15557, issued July 11, 2017, between the Respondent and NPRLP, ordered the Respondent to pay rental arrears totalling \$306.69 and pay their rent on time in the future.

#### *Rental arrears*

At the hearing, the Applicant testified about payments and charges to the rental account since the application was made. I reserved my decision pending receipt and review of an updated statement. An updated statement, dated September 14, 2022, was provided to the rental office later that day. The statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to the updated statement, the Respondent currently owes \$2,725.77.

*Termination of the tenancy agreement and eviction*

According to the updated statement, the Respondent did not pay rent in January 2021 and did not pay full rent in March, April, May and August 2022, resulting in their current rental arrears.

The Applicant testified they had suggested the Respondent seek help with their rent. The Respondent testified they are on a disability and getting support for their rent. However, if they don't keep up with the information requested, payments can stop and they fall behind again. They did seek help and wanted to make payments on their arrears with money they had coming in from a variety of sources. HB testified about the work that she and others are doing with the Respondent to support them, including securing regular income support in order to pay their rent.

The Applicant felt that, based on the progress that had been made, they were willing to take immediate termination and eviction off the table but wanted a conditional order giving the Respondent until the end of December to pay off their arrears and pay rent when due.

Based on the evidence and testimony, I am satisfied the Respondent has repeatedly breached their obligation under subsection 41(1) to pay their rent when due and termination of the tenancy agreement and eviction are justified. However, considering the steps the Respondent has taken to get help, the assistance they are receiving, and their commitment to pay off the arrears, the termination will be conditional on the Respondent paying the total rental arrears owing and to pay their rent on time for October, November, and December 2022.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,725.77 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement on December 31, 2022, unless rental arrears are paid in full and the rent for October, November and December is paid on time (p. 41(4)(c) and ss. 83(2)); and
- if the tenancy agreement between the parties is terminated in accordance with this order the Respondent is evicted from the rental premises on January 15, 2023 (p. 63(4)(a) and 83(2)).

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Janice Laycock  
Rental Officer