

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

DL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 14, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, representing the Applicant

Date of Decision: September 14, 2022

REASONS FOR DECISION

An application to a rental officer made by NF as the Applicant/Landlord against DL 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 DL and KT commencing on February 1, 2021 and continuing month to month. At the time of the hearing, the monthly rent was \$2,279. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

At the hearing, I asked why KT had not also been included in this application which included termination of the tenancy agreement and eviction. I indicated I was willing to adjourn the hearing to allow the application to be amended and Ms. T properly served.

The Applicant testified that KT did not actually live with the Respondent, nor had they ever lived with the Respondent in the rental unit, but had acted as a guarantor only, and for those reasons were not included in the application. Based on the Applicant's testimony, the hearing proceeded.

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 \$11,488.00 that includes outstanding charges totalling \$562.40 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 this may be a breach of their tenancy agreement and 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 \$10,925.60. This total includes late payment penalties charged according to the Act.

Termination of the tenancy agreement and eviction

According to the updated statement, the Respondent did not pay any rent in December 2021, and January, March, and April of 2022. By May of this year, their rental arrears were \$11,391.03. They secured funding to pay off all but one month's rent, but have not paid any rent since and now have significant rental arrears owing again.

The Applicant testified that they were encouraged by the Respondent's action this spring when the majority of the arrears were paid. However, after paying no rent, the Respondent now owes almost as much as they did in May. According to the Applicant, the Respondent came into the office recently to discuss the arrears, but has a history of not paying rent and makes lots of promises with no action and they don't feel they can continue to cover such significant arrears. As a result they are seeking termination and eviction.

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 as a result 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 \$10,925.60 (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 1, 2022 (p. 63(4)(a)).