

IN THE MATTER between **NF**, Applicant, and **KB and JW**, Respondents.

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-

**KB and JW**

Respondents/Tenants

**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 JW, representing the Respondents</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 KB 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 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. JW appeared representing the Respondents.

#### *Preliminary matter*

At the hearing when asked about why the application was made against only one of the tenants, the Applicant testified that this was done in error and the application should have been made against both KB and JW. The style of cause was amended accordingly and the hearing proceeded.

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement between NCHYPLP (now known as NF) and KB/JW commencing on February 1, 2021 and continuing month to month. The current rent is \$1,669 per month. I am satisfied a valid tenancy agreement is in place in accordance with *Residential Tenancies Act* (the Act).

#### *Rental arrears*

An updated statement, dated September 13, 2022 was provided to the Rental Office and the Respondent prior to the hearing. The statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to this statement, when the application was filed the Respondents had rental arrears owing of just over \$4,200.

However, at the time of the hearing, the Respondents had paid off all rent and arrears owing. The Applicant withdrew their request for an order terminating the tenancy agreement and eviction, and asked for an order to pay rent on time in the future.

The Respondent testified that they had a child in the last year and their spouse wasn't working, this resulted in getting behind in the rent. They were confident that they would be able to pay rent on time in the future.

Based on the evidence, I am satisfied the Respondents no longer have outstanding rent or rental arrears owing, and will issue an order to pay rent on time in the future.

*Orders*

An order will issue requiring the Respondents to pay their rent on time in the future (p. 41(4)(b)).

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Janice Laycock  
Rental Officer

