

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

SA

Respondent/Tenant

REASONS FOR DECISION

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

REASONS FOR DECISION

An application to a rental officer made by NF as the Applicant/Landlord against SA 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. The Respondent, SA, also appeared.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement between NCHYPLP (now known as NF) and SA commencing on June 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).

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.

The updated statement has a balance owing of \$5,224.31 that includes charges of \$252.31 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 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 \$4,972. 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 had paid partial rent in some months and did not pay any rent in July and December 2021, as well as January, March and July 2022, and had accrued significant rental arrears.

The Respondent testified they had received an increase in their salary at their work and were confident they would be able to pay off their arrears. They were behind because they purchased furniture for their apartment but hoped to have their rental arrears paid off within the next few months. The Applicant testified they were willing to give the Respondent three months to pay off their arrears as well as pay their rent when due.

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. However, considering the Respondent's plan to pay off their arrears, and with the agreement of the Applicant, termination of the tenancy will be conditional. If the Respondent is able to pay off their total rental arrears and pay rent on time for October, November and December 2022, then the tenancy will not be terminated.

Orders

An order will issue:

1. requiring the Respondent to pay rental arrears in the amount of \$4, 972 (p. 41(4)(a));
2. requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
3. 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
4. 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)).

Janice Laycock
Rental Officer