

IN THE MATTER between **MP**, Applicant, and **DF**, 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 **Adelle Guigon**, Rental Officer, regarding a  
rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**MP**

Applicant/Landlord

-and-

**DF**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 7, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>JB, representing the Applicant DF, the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 7, 2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by MP as the Applicant/Landlord against DF as the Respondent/Tenant was filed by the Rental Office August 5, 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 received August 12, 2022, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy, and eviction.

A hearing originally scheduled for October 4, 2022, was postponed due to technical difficulties with the primary conference line. All parties agreed to reschedule the hearing and it was then held on October 7, 2022, by three-way teleconference. JB appeared representing the Applicant. DF appeared as the Respondent.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties commencing October 1, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The resident statements entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The statement included with the application package was printed August 5, 2022. Due to government-wide issues with the email system, the Applicant was unable to provide the current statement to the Rental Office until immediately prior to the rescheduled hearing, meaning I did not have an opportunity to review the document in advance. A simple review was done with the parties at the hearing, followed by a more detailed review done by me afterwards.

The parties agreed that the rent was \$1,580 per month until October 2022 when it increased to \$1,730 per month. Late payment penalties have been calculated in accordance with the Act and Regulations. After deducting \$150 in NSF fees and \$4,155 in maintenance and other charges unrelated to rent, I find the Respondent has accumulated rental arrears in the amount of \$13,136.28. That amount represents approximately eight months' rent. The last payment that was received against the rent account was recorded May 30, 2022, in the amount of \$780.

The Respondent did not dispute the accuracy of the statement as it related to the rental arrears, acknowledging the debt and accepting responsibility for it. The Respondent confirmed that she intended to end the tenancy by vacating the rental premises at the end of the month. The Applicant would prefer a much earlier termination date based on allegations that there are substantial and ongoing damages to the rental premises, but those allegations could not be considered at this hearing given they did not form part of the application and there was no evidence of them.

I am satisfied the adjusted resident statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$13,136.28. That amount represents approximately 8 months' rent.

*Termination of the tenancy and eviction*

In light of the Respondent's repeated failure to pay the rent, the substantial amount of rental arrears, and the Respondent's expressed intention to vacate the rental premises, I am satisfied termination of the tenancy and eviction are justified. I am also satisfied that an order for the Respondent to pay any overholding rent accumulated after the tenancy ends is justified.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$13,136.28 (p. 41(4)(a));
- terminating the tenancy October 31, 2022 (p. 41(4)(c));
- evicting the Respondent from the rental premises November 1, 2022 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$56.88 for each day she remains in the rental premises after October 31, 2022, to a maximum of \$1,730 per month (p. 63(4)(b)).

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Adelle Guigon  
Rental Officer