

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

**LZC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 2, 2022

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** RP, representing the Applicant

**Date of Decision:** November 2, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by NF as the Applicant/Landlord against LJC 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 on September 12, 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 scheduled for September 14, 2022 in person was cancelled because proof of service of the application on the Respondent was not provided at least five business days before the scheduled hearing date. Proof of service was provided to the Rental Office and the hearing was rescheduled and held on November 2, 2022, by teleconference. RP appeared representing the Applicant. The Respondent did not appear nor did anyone appear on their behalf. As the Respondent was provided notice of the rescheduled hearing by email, deemed served on September 17, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing, I reserved my decision pending receipt of an updated statement. The statement was received by the Rental Office just after the hearing on November 2, 2022.

#### *Previous Orders*

Previous Rental Office Order #17510 between NF Applicant/Landlord and LJC Respondent/Tenant was issued on April 21, 2022 and ordered the Respondent to:

- pay rental arrears in the amount of \$22,070;
- termination of the tenancy agreement on April 30, 2022; and
- eviction on or after May 15, 2022.

#### *Tenancy Agreement*

Evidence was provided establishing a tenancy agreement between NPRLP (now known as NF) and LJC for the period May 1, 2019 to April 30, 2020, and continuing month to month. At the time of the hearing, the monthly rent was \$1,835.

Under the previous Rental Officer Order #17510, the tenancy agreement was ordered terminated on April 30, 2022 and the Respondent evicted from the rental premises. The Applicant testified that the order had not been filed and enforced and the Respondent's tenancy had continued under the written tenancy agreement. The Applicant decided to continue the tenancy because the Respondent had secured funding under "Jordan's Principle", and was able to pay off the majority of their ordered arrears.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

An updated statement, dated November 2, 2022, was provided to the Rental Office by email on November 2, 2022. The statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to the statements, after the order was issued in April 2022 to pay \$20,070, the Respondent made payments totalling \$22,065, leaving \$5 owing on the previously ordered arrears and rent of \$1,845 owing for May. Since the payments were made against the previously ordered arrears, no payments were made by the Respondent on rent for June, July, August, September, October or to date in November. Including late payment penalties that are consistent with subsection 41(2) of the Act and section 3 of the *Residential Tenancies Regulations*, the Respondent currently has rental arrears totalling \$13,005.

#### *Termination of the tenancy agreement and eviction*

According to the updated statement, since the tenancy was reinstated by the landlord on May 1, 2022, the tenant has not paid any rent for the last seven months (May to November 2022), and has accumulated significant arrears. At the hearing, the Applicant testified they had reached out to the Respondent including going to see them at their rental premises, and despite promises to pay have not received any payments. They requested termination of the tenancy agreement mid-November 2022, in order to try to mitigate their losses.

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. An order will issue for termination on November 15, 2022, with eviction on December 1, 2022. As the tenancy will terminate on November 15, 2022, the rental arrears owing will be adjusted accordingly (reduced by \$917.50) and an order will issue for compensation for use and occupation of the rental premises after November 15, 2022.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$12,087.50 (p. 41(4)(a));
- terminating the tenancy agreement on November 15, 2022 (p. 41(4)(c));
- evicting the Respondent from the rental premises on December 1, 2022 (p. 63(4)(a));
- requiring the Respondent to compensate the Applicant for use and occupation of the rental premises at a rate of \$60.33 for each day the Respondent remains in the rental premises after November 15, 2022, to a maximum of \$1,835 per month (p. 63(4)(b)).

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Janice Laycock  
Rental Officer