

IN THE MATTER between **NF**, Applicant, and **JG**, 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 **town of Inuvik in the Northwest Territories**.

BETWEEN:

NF

Applicant/Landlord

-and-

JG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 7, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: IA, representing the Applicant
JG, Respondent

Date of Decision: December 7, 2022

REASONS FOR DECISION

An application to a rental officer made by NF as the Applicant/Landlord against JG as the Respondent/Tenant was filed by the Rental Office October 25, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent November 10, 2022.

The Applicant claimed the Respondent had failed to pay rent when due and had accumulated significant rental arrears. An order was sought for payment of rent owing, termination of the tenancy agreement, and eviction.

A hearing was held December 8, 2022, by teleconference. IA appeared representing the Applicant. The Respondent, JG, appeared at the hearing.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement between NCHYPLP (now known as NF) and JG commencing on March 1, 2021 and continuing month to month. The rent is currently \$1,350 per month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The applicant provided, as evidence, an updated statement dated December 5, 2022. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to the statement and the Applicant's testimony, after a balance owing in July 2022 of \$1,262, not paying full rent in August or any rent in September, October, November or so far in December, they now have arrears owing totalling \$7,461. This includes late payment penalties consistent with the Act and section 3 of the *Residential Tenancies Regulations*. The Respondent did not dispute the amount owing.

Termination of the tenancy agreement and eviction

Prior to the hearing, the Respondent provided to the Rental Office and the Applicant information relating to their health issues and explaining why they were not able to work and to pay their rent on time. They reported they were now working and provided a payment plan that they planned to follow to pay their rent and to pay off their arrears.

At the hearing, the Applicant testified they had not heard anything from the Respondent and felt they had no option but to file an application. However, based on the recent information and discussions with the Respondent, they were withdrawing their request for termination of the tenancy agreement and eviction, seeking an order to pay rental arrears owing and to pay rent on time in the future. I find that such an order is appropriate considering the circumstances.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$7,461 (p. 41(4)(a)); and
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).

Janice Laycock
Rental Officer