

IN THE MATTER between **SPDL**, Applicant, and **BW**, 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 **community of Deline in the Northwest Territories**;

BETWEEN:

SPDL

Applicant/Landlord

-and-

BW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 14, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	LB, representing the Applicant PK, representing the Applicant BW, the Respondent
<u>Date of Decision:</u>	April 20, 2023

REASONS FOR DECISION

An application to a rental officer made by SPDL as the Applicant/Landlord against BW as the Respondent/Tenant was filed by the Rental Office January 9, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent February 3, 2023.

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

A hearing was held February 14, 2023, by three-way teleconference. LB and PK appeared representing the Applicant. BW appeared as the Respondent.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing June 7, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

Customer aged details provided by the Applicant represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. Rent was established at \$1,200 per month.

It initially appeared as if the Respondent had made no payments in several months and that large lump sum payments were received. However, that impression was not borne out upon receipt of evidence from the Respondent that there had been payments directly deposited to the Landlord on her behalf by Income Support in at least September, October, November, and December 2022, and February 2023.

It appears and was later confirmed that rather than entering each payment in the ledger on the date it was received, the Landlord's Finance staff had been entering the payments in their ledger as if they were all received on the same day. Additionally, the manner in which the entries were recorded made it difficult to cross-reference which direct deposit was being recorded and associated with which tenancy given the individual direct deposit reference numbers were not recorded in the ledger.

The Respondent confirmed and provided evidence that the October payment was only for \$600, and she confirmed that there was no payment made in January 2023. An in-hearing review of the client aged details failed to locate the October payment. Despite this, I was and remain satisfied that the Respondent has missed making some payments and had accumulated rental arrears. Given further clarification was required to confirm the correct accounting of the Respondent's rent account, a finding was made to issue an order for the Respondent to pay the rental arrears and to pay future rent on time.

The Applicant was granted the time to coordinate with their Finance division and Income Support to track down and cross-reference the payments received on the Respondent's behalf, and ensure the client aged detail was adjusted accordingly. Several delays out of the Applicant's control resulted in that information not becoming available until April 2023. All the payments except the October 2022 \$600 payment were confirmed. The updated client aged detail reflected an amount of rental arrears as of February 14, 2023 of \$4,480. As previously mentioned, the Respondent provided proof from Income Support that they had deposited a \$600 payment on the Respondent's behalf with the Landlord. That \$600 payment does not appear on the client aged detail, so I have deducted that amount from the balance, resulting in adjusted rental arrears of \$3,880. Again, to be clear, that amount represents rental arrears as of the hearing date of February 14, 2023; it does not include any transactions occurring after that date (i.e. March and April rents or other additional payments).

I am not satisfied that termination of the tenancy agreement and eviction are justified given the Respondent's testimony regarding her efforts to resolve a misunderstanding with her finances and her expressed commitment to pay the arrears and ensure Income Support has what they need to keep paying her rent on her behalf. As such, the Applicant's request for termination and eviction orders is denied, without prejudice.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$3,880 and to pay her rent on time in the future.

Adelle Guigon
Rental Officer