

IN THE MATTER between **NRR**, Applicant, and **JR**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

JR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 4, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CC, representing the Applicant

Date of Decision: July 8, 2024

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against JR as the Respondent/Tenant was filed by the Rental Office May 9, 2024. 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 on May 16, 2024.

The Applicant alleged the Respondent has repeatedly failed to pay rent and accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement and eviction. The Applicant's representative also said they would be willing to work with the Tenant on a payment plan and conditional termination.

A hearing was scheduled for July 4, 2024, in Yellowknife by three-way-teleconference. CC appeared representing the Applicant. JR did not appear at the hearing, nor did anybody on their behalf. Due to the complexity of the application, the hearing was adjourned *Sine Die*, subject to the Applicant providing documentation to support their claim.

Tenancy agreement

Evidence was presented establishing a joint fixed term residential tenancy agreement between the Applicant and two tenants (JR and EC) commencing September 1, 2016 to August 31, 2017. After which time the tenancy became a month-to-month tenancy. The tenancy agreement was signed by all parties. During the hearing, the Rental Officer questioned why the application was made in the name of JR only. The Applicant's representative testified EC has their own tenancy for a separate rental premises starting April 1, 2024. To ascertain the actual date of the sole tenancy, the Rental Officer requested the tenancy agreement with E and the exit inspection from when the tenancy would have changed from a joint to sole tenancy. This would allow the Rental Officer to ensure the claim against the Respondent and remedies were accurate. The Landlord provided the tenancy information for EC but could not provide any signed renewals or exit inspection on the change from joint tenancy to sole tenancy.

In review of the documents provided in the application and those requested, the change of tenancy from joint to sole started on April 1, 2024 as an implied tenancy agreement only.

I am satisfied a valid tenancy agreement is in place in accordance with subsection 9(2) of the *Act*.

Rental arrears

The lease balance statement entered into evidence represents the Landlords's accounting of the monthly assessed rents and payments made against the Respondent's rent account. The lease balance statement indicates the Respondent's current calculated rent is \$2,250.00. The lease balance statement shows the Respondent to have arrears of \$3,215.02 as of June 30, 2024. However, as indicated in the "*Tenancy agreement*" portion of the reasons, the only conclusive proof in change of tenancy is April 1, 2024 and would apply to the claim.

In review of the lease balance statement, from April 1, 2024 to June 30, 2024, the calculated rent owed was \$6,450.00 with the Respondent paying \$4,886.10 towards rent. This leaves the Respondent with unpaid rent in the amount of \$1,563.90. I am satisfied the Respondent repeatedly failed to pay the full amount of the rent when due and find the Respondent have accumulated rental arrears.

Termination of the tenancy agreement and eviction

In review of the application as a whole, the remedy sought by the Landlord, I find Respondent did breach their obligation to pay rent on time and in full for the period of April 1 to June 30, 2024. Based on the evidence submitted in the application, any claim for arrears prior to April 1, 2024 would need to be in a separate application based on the joint tenancy as the only actual proof of the change from joint to sole tenancy is April 1, 2024.

In light of the Respondent's repeated failure to pay rent when required and the accumulation of rental arrears, I am satisfied termination of the tenancy agreement is justified. As the Landlord would prefer the Respondent work towards paying the arrears down verses being evicted, I find it appropriate for a 6-month a conditional termination order. An eviction order is *not justified* under the circumstances.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$1,563.90 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b)); and
- termination of the tenancy December 31, 2024, unless the rental arrears are paid in full and the monthly rents for July to December are paid in full (p. 41(4)(c), p. 83(2)).

Jerry Vanhantsaeme
Rental Officer