

IN THE MATTER between **506**, Applicant, and **AD**, 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:

506

Applicant/Landlord

-and-

AD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 13, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MW, SLM, representing the Applicant
GP, SLM, representing the Applicant

Date of Decision: November 13, 2024

REASONS FOR DECISION

An application to a rental officer made by 506 as the Applicant/Landlord against AD as the Respondent/Tenant was filed by the Rental Office September 5, 2024. An addendum to the application was filed on October 8, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on September 14, 2024, an addendum to the application was deemed served by email on October 14, 2024.

The Applicant claimed the Respondent had repeatedly not paid their rent on time and had accrued significant rental arrears, and they also had an outstanding balance owing for utilities. An order was sought for payment of rental arrears, to pay outstanding utilities, as well as termination of the tenancy agreement and eviction for breach of their obligation to pay rent and for recent disturbances.

A hearing was scheduled for September 5, 2024, but was rescheduled at the request of the Applicant in order to file an addendum to the application. A hearing was held on November 13, 2024 by three-way teleconference. Notices of the hearing were served on both parties. The Respondent was provided notice of the hearing by email deemed served on October 19, 2024. MW and GP from SLM, appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had been provided sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant provided, as evidence, a written tenancy agreement between YDL O/A YKDPM and the Respondent for the term June 1, 2019 to May 31, 2020, and then continuing month to month. Rent was \$2,200 per month.

According to a "Notice to Tenants of Assignment of Lease", on October 1, 2022, the property was transferred to 506. At the hearing, representatives from SLM appeared on behalf of the Landlord. Rent is currently \$2,950 per month.

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

Previous orders

Previous Rental Officer Order file #16704 between YKDPM and AD, was issued October 31, 2019, requiring the Respondent to pay rental arrears in the amount of \$600, pay rent on time in the future and terminating the tenancy agreement on January 31, 2020, unless rental arrears were paid in full and monthly rents for November, December, and January were paid on time. If the tenancy was terminated under this order, then the Respondent would be evicted from X, Yellowknife, Northwest Territories on February 1, 2020.

At the hearing, I asked the Applicant if the ordered arrears had been satisfied. The representatives for the Applicant were not aware of the status of this order relating to the previous owner of the property, but according to the rental statement no arrears were owing on October 1, 2022.

Rental arrears

The Applicant provided, as evidence, a "Tenant Statement" dated October 1, 2024. This statement represents the Landlord's accounting of monthly rent charged and payments made against the rent account.

According to the statement, after having a \$0 balance on October 1, 2022, and repeatedly not paying their full rent when due, or in some months not paying any rent, the Respondent had rental arrears owing totalling \$35,400. At the hearing, the Applicant testified the Respondent had paid no rent in October or November 2024, and when rent for November of \$2,950 is included the amount owing is \$38,350.

I am satisfied the statement accurately reflects the status of the Respondent's rental account, and based on the statement and testimony of the Applicant, I find the Respondent currently has rental arrears owing in the amount of \$38,350.

Disturbances

According to a notice from the Applicant to the Respondent, on September 22, 2024, they received multiple noise complaints regarding the Respondent's unit, regarding loud yelling, screaming, and loud banging on the door between the hours of 4:00 and 5:00am, that led to the RCMP being called.

At the hearing, the Applicant's representative, who lives near by said they had witnessed the event, and there were other disturbances, although not as serious as this, and these had not been documented or sent to the Respondent. The Applicant also testified that they were informed that there had been instances of people throwing cigarettes at another unit and this was included in the notice to the Respondent.

Regarding the allegations about throwing cigarettes, it was not clear from the notice to the Respondent, who was responsible for this, or if the behaviour had continued after the notice. It is possible that this may pose a risk to other units from fire, but this was not included in the warning, nor is there any information about further incidents that would justify taking action against the Respondent.

In my opinion, although the event reported by the Applicant where the RCMP were called was serious, it was my opinion that this single event did not justify termination of the tenancy agreement.

Utilities - additional obligations

Under subsection 45(1) of the Act, “where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations...”. According to part five of the written tenancy agreement, the Respondent is responsible for electricity and water.

The Applicant testified that the Respondent was responsible for setting up their own accounts and had an account with the City of Yellowknife for water. It was their understanding that the Respondent had outstanding amounts owing to the City of Yellowknife - \$824.29 for 2023 and \$1,465.96 for 2024. The Applicant sought an order for payment.

At the hearing, I clarified with the Applicant that the City’s practice was to charge the property owner/Landlord for any amounts owing for utilities, however the Landlord had not yet paid either of these amounts. I denied an order to pay, as the utilities owing for water are between the City of Yellowknife and the Respondent and at currently there is no amount owing to the Applicant.

Termination of the tenancy agreement and eviction - rental arrears

According to the statement, the Respondent had a credit balance in May 2023 of \$25, but after not paying their full rent, or in some months any rent, their arrears had increased to \$20,200, in May 2024, and are now \$38,350. The arrears grew despite repeated warnings from the Applicant about the rental arrears, including a notice dated March 27, 2024, asking the Respondent to pay their rent or vacate the rental property and a “Letter of Non-Compliance” dated September 26, 2024, reminding the Respondent that they are in breach of the tenancy agreement.

I am satisfied based on the evidence and testimony that the Respondent has repeatedly breached their obligation under subsection 41(1) of the Act to pay their rent when due, and find that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$38,350 (p. 41(4)(a));
- terminating the tenancy agreement on November 30, 2024, and requiring the Respondent to vacate the rental premises on that date (41(4)(c)); and
- evicting the Respondent from the rental premises on December 15, 2024 (63(4)(a)).

Janice Laycock
Rental Officer