

IN THE MATTER between **DL**, Applicant, and **RU**, 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:

DL

Applicant/Landlord

-and-

RU

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 29, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DL, representing the Applicant
	RU, representing the Respondent
<u>Date of Decision:</u>	November 1, 2024

REASONS FOR DECISION

An application to a rental officer made by DL as the Applicant/Landlord against RU as the Respondent/Tenant was filed by the Rental Office September 23, 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 personal service on September 26, 2024.

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

A hearing was scheduled for October 29, 2024, in Yellowknife, by three-way teleconference. DL appeared representing the Applicant. RU appeared representing the Respondent. At the hearing, I reserved my decision in order for the Applicant to provide requested documents and to further review the evidence and testimony.

Tenancy Agreement

Evidence provided established a fixed term tenancy agreement between the parties for commencing November 1, 2023 and ending November 1, 2024. The tenancy agreement was signed by the Applicant.

The tenancy agreement provided was an approved form under the *Residential Tenancies Regulations*, but was illegible. The Applicant read into record section 5 of the tenancy agreement. Section 9 of the tenancy agreement also referred to an "Appendix B". The Applicant read into the record the "Appendix B".

The Respondent disputed the "Appendix B" as it was not attached to the tenancy agreement for the rental premises. The Applicant acknowledged there is no "Appendix B" as part of the tenancy agreement.

Section 10 of the tenancy agreement refers to overcrowding. The signed tenancy agreement itself does not designate how many people are permitted to occupy the rental premises. A hand written portion states: "*There will be an additional fee of \$500/month if another adult occupies this space*". As the tenancy agreement does not specify the number of people authorized to reside in the rental premises, a fee cannot be applied specifically for increased occupancy as it is contrary to the *Act*, it is therefore invalid.

Rental arrears

The Landlord entered into evidence an email statement of account relating to rent charged and paid by tenant from the start of the tenancy. The last time the Respondent was at a zero or positive balance on the rent account was November 29, 2023. The rent charged at the time of the application was \$3,750.00 which was a combination of rent and utilities.

At the time of the application, the statement of account shows the Tenant having arrears in the amount of \$12,126.00. Entered into evidence were multiple emails to the Tenant providing the status of the rent account.

In review of the statement of account, the Rental Officer questioned transactions regarding rent and payment for fuel provider. The Landlord testified the Tenant was receiving assistance from Income Assistance for a lower amount and to pay the Tenant's portion of the utilities. This caused an issue with the accounting for the rental complex. The parties met with Income Assistance to work this out. Income Assistance agreed to then pay the portion of utilities as part of the rent.

The Landlord also testified Income Assistance was cut off. The parties again attended Income Assistance to workout payment of rent, this included the Tenant looking for another place to live, at a cost closer to what Income Assistance provided. The Tenant did not dispute the Landlord's accounting of the rental assistance with Income Assistance. The Tenant also stated the relationship between the parties had deteriorated due to issues with Income Assistance.

On October 28, 2024, an email was provided as an updated statement of account for the tenancy. In response to the email, the Tenant submitted into evidence an image of a cheque for \$5,000.00 from the YWCA to the Landlord on behalf of the Tenant. The Tenant also submitted an October 18, 2024, email from Jordan's Principle they were approved for assistance to cover rent arrears and 1 month rent support for September 2024 totalling \$9,001.20 (\$5,251.20 for arrears and \$3,750.00).

During the hearing the Rental Officer questioned when the payments would be made. The Landlord stated they were able to get the \$5,000.00 payment on October 30, 2024. The Tenant testified Jordan's Principle has been slow in responding. The amount would be going to the Landlord. The Tenant testified rent is continuing to be paid by income assistance for September and October and they would be going in to make an application for November.

The Tenant also testified they are working on a business plan to which would cover rent for the next 6-months and to purchase the rental premises after that time. During the hearing, the parties discussed continued payment of the rent. The Tenant testified under their business plan the rent is to be paid up to May 2025. The Landlord expressed the concern of future rent being paid.

The Rental Officer requested and received an updated statement of account to include payment from the YWCA. Below is a history of rent charged and payments received:

Date	Activity	Charge	Payment	Balance
Nov 1, 2023	Rent	\$3,750.00		\$ 3,750.00
Nov 8, 2023	Rent		\$2,660.00	\$ 1,090.00
Nov 29, 2023	Rent		\$2,660.00	- \$1,570.00
Dec 1, 2023	Rent	\$3,750.00		\$ 2,180.00
Jan 1, 2024	Rent	\$3,750.00		\$ 5,930.00
Jan 2024	Rent (blue wave)		\$1,168.95	\$ 4,761.05
Jan 25, 2024	Rent (utilities)		\$ 79.56	\$ 4,681.49
Feb 1, 2024	Rent	\$3,750.00		\$ 8,431.49
Feb 8, 2024	Rent (utilities)		\$55.29	\$ 8,376.20
Mar 1, 2024	Rent	\$3,750.00		\$ 12,126.20
Mar 13, 2024	Rent		\$3,750.00	\$ 8,376.20
Mar 28, 2024	Rent		\$3,750.00	\$ 4,626.20
Apr 1, 2024	Rent	\$3,750.00		\$ 8,376.20
May 1, 2024	Rent	\$3,750.00		\$ 12,126.20
May 3, 2024	Rent		\$3,750.00	\$ 8,376.00
Jun 1, 2024	Rent	\$3,750.00		\$ 12,126.20
Jun 10, 2024	Rent		\$3,750.00	\$ 8,376.20
Jul 1, 2024	Rent	\$3,750.00		\$ 12,126.20
Jul 2, 2024	Rent		\$3,750.00	\$ 8,376.20
Aug 1, 2024	Rent	\$3,750.00		\$ 12,126.20
Aug 2024	Rent		\$3,750.00	\$ 8,376.20
Sep 1, 2024	Rent	\$3,750.00		\$ 12,126.20
Sep 27, 2024	Rent		\$3,750.00	\$ 8,376.20
Oct 1, 2024	Rent	\$3,750.00		\$ 12,126.20
Oct 24, 2024	Rent		\$3,750.00	\$ 8,376.20
Oct 30, 2024			\$5,000.00	\$ 3,376.20

Jordan's Principle committing funds for rent and arrears cannot be factored in as payment has not been received and it is unknown when payment will be made. Based on the statement of account as of October 31, 2024, I find the Tenant has accumulated \$3,376.20 in rental arrears.

Tenant issue

In the summations, the Tenant expressed concern regarding internet. The Tenant testified there was a verbal agreement they would receive internet activity. They had their vehicle broken into multiple times, resulting in Tenant installing a security system which requires internet access. The Tenant stated their vehicle had been recently burnt. They had to extinguish the fire themselves. The Tenant felt if they had access to the internet, the security system would have alerted them. The Tenant also stated the vehicle was parked outside the rental premises and contained fuel. If the vehicle had been engulfed, they may not have been able to exit the rental premises due to the proximity to the building. The Tenant felt if they had received internet, the vehicle would not have been destroyed.

The Landlord disputed the verbal agreement, stated under section 5 of the tenancy agreement, the Tenant is responsible for their own internet. The Landlord also stated there is access to internet in the rental premises, as the daughter of the Landlord has provided internet as a courtesy, and left internet open. The request from the Tenant was for access to the Landlord's account and the vandalism of the Tenant's vehicle is not the Landlord's responsibility.

I find the Tenant's issue regarding access to internet to be unfounded as the tenancy agreement stipulates the Tenant is responsible for their own internet.

Termination of the tenancy agreement and eviction

In consideration of the testimony and evidence presented, the Tenant's repeated failure to pay their rent, and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. As payments are being made and steps have been taken by the Tenant to address the arrears, a conditional termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$3,376.20 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time and in full (p. 41(4)(b));

- termination of the tenancy:
 - (a) November 30, 2024, unless \$1,125.40 is paid towards the arrears and the monthly rent for November is paid in full;
 - (b) December 31, 2024, unless \$1,125.40 is paid towards the arrears and the monthly rent for December is paid in full; and
 - (c) January 31, 2025, unless \$1,125.40 is paid towards the arrears and the monthly rent for December is paid in full (p. 41(4)(c) and ss. 83(2)).
- evicting the Respondent from the rental premises:
 - (a) December 1, 2024, if the termination of the tenancy agreement becomes effective November 30, 2024;
 - (b) January 1, 2025, if the termination of the tenancy agreement becomes effective December 31, 2024; and
 - (c) February 1, 2025 if the termination of the tenancy agreement becomes effective January 31, 2025. (p. 63(4)(a), ss.(83(2))).

Jerry Vanhantsaeme
Rental Officer