

IN THE MATTER between **RDТ**, Applicant, and **BSM**, 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:

RDТ

Applicant/Landlord

-and-

BSM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 25, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RDТ, representing the Applicant
	BSM, representing the Respondent
<u>Date of Decision:</u>	February 28, 2025

REASONS FOR DECISION

An application to a rental officer made by RDT as the Applicant/Landlord against BSM as the Respondent/Tenant was filed by the Rental Office January 27, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent February 18, 2025.

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, pay future rent on time, termination of the tenancy, and eviction.

A hearing was scheduled for February 25, 2025, in Yellowknife by three-way teleconference. RDT appeared representing the Applicant. BSM appeared representing the Respondent. The parties agreed to terms and conditions to address the Applicant's claim. The Order and Reasons for Decision were reserved for the Applicant to provide an updated transaction record.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties commencing on November 1, 2023. The tenancy agreement was signed by all parties.

The tenancy agreement is not in the approved form based on the following identified items:

- Section 13 TERMINATION BY NOTICE: The Landlord requires 45 days written notice. This allows prospective tenants to, in turn, give sufficient notice to their landlords to terminate their current leases. *Paragraph 52(1)(b) states: a tenant may terminate the tenancy on the last day of period of the tenancy by giving the landlord notice of termination. In the case of monthly tenancy, not later than 30 days before that date.*

The Tenant may choose too but is not required to give notice to a Landlord any time sooner than 30 days.

From this point forward the Applicant is known as the Landlord and the Respondent as the Tenant

Rental arrears

Entered into evidence is a transaction record reflecting the Landlord's accounting of the rent charges and payments for the Tenant's rent account. The record indicates the rent charged from the start of the tenancy was \$600.00 and the last time the Tenant was at a zero or positive balance was October 15, 2024. From October 15 through December 12, 2024, the record showed the Tenant only made partial payments towards the rent and accumulated rental arrears in the amount of \$353.00.

The Landlord testified the parties had talked prior to the hearing regarding collections should the Tenant vacate the rental premises with outstanding rental arrears. The parties had discussed providing the Rental Office or the Landlord with two months rent to hold and should the Tenant's rental arrears reach that amount, the Landlord would be able to evict the Tenant. Should the Tenant not be in arrears at the time of departure, the funds would be returned to the Tenant. The Rental Officer advised the parties the Rental Office only held or retained rent payments in specific situations under the Act and this is not one of those times and a Rental Officer is not able to order advanced payment of rent. The Tenant did not dispute the Landlord's claim and had agreed to the terms outlined by the Landlord.

The Rental Officer explained what the Act allows to address arrears and nonpayment of rent. The Rental Officer also discussed options on how the arrears could be addressed and followed through within an Order. The parties agreed to terms and conditions for payment of rent, arrears, and conditional termination of a tenancy agreement and eviction.

Due to missing information, the Rental Officer requested and was provided an updated transaction record. The updated record indicated partial payments for January and February 2025 had been made, however the rental arrears increased to \$695.00.

I am satisfied the record accurately reflects the status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$695.00.

Mediated agreements

Section 79.1 permits a Rental Officer to mediate an agreement between the parties and express results in an order, provided the Rental Officer has the authority under the Act to make an order of the kind.

79.1.(1) Where a rental officer has mediated between a landlord and tenant who have been able to settle a matter by agreement, the rental officer may express the terms of the agreement in an order.

79.1.(2) An order made under subsection (1)

(a) may contain the terms of the agreement that may be expressed as order that a rental officer has the authority to make under provisions of this Act; and

(b) may include the terms and conditions that the rental officer considers appropriate in the circumstances.

It is my opinion, a Rental Officer may make orders pursuant to section 41, section 63 and subsection 83(2) and there is clearly an agreement between the parties that the Tenant is obligated to pay rent, pay rental arrears, and the parties agreed on the terms and conditions for payment of rent, arrears, conditional termination of the tenancy agreement, and eviction.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$695.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement:
 - (a) March 31, 2025, unless \$231.00 is paid towards the arrears and the monthly rent for March is paid in full;
 - (b) April 30, 2025, unless \$232.00 is paid towards the arrears and the monthly rent for April is paid in full; or
 - (c) May 31, 2025, unless \$232.00 is paid towards the arrears and the monthly rent for May is paid in full (p. 41(4)(c), ss. (83(2)).
- evicting the Tenant from the rental premises on:
 - (a) April 1, 2025, if termination of the tenancy agreement becomes effective March 31, 2025;
 - (b) May 1, 2025, if termination of the tenancy agreement becomes effective April 30, 2025; or
 - (c) June 1, 2025, if termination of the tenancy agreement becomes effective May 31, 2025 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer