

IN THE MATTER between **MM**, Applicant, and **RLC**, 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 **town of Inuvik in the Northwest Territories**;

BETWEEN:

MM

Applicant/Landlord

-and-

RLC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 5, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MM, representing the Applicant
RLC, representing the Respondent

Date of Decision: March 7, 2025

REASONS FOR DECISION

An application to a rental officer made by MM as the Applicant/Landlord against RLC as the Respondent/Tenant was filed by the Rental Office February 6, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by email and deemed served on February 12, 2025.

The Applicant alleges the Respondent failed to pay rent on time and in full, resulting in the accumulation or rental arrears. An order was sought to pay arrears, pay future rent on time, and terminate the tenancy agreement.

A hearing was scheduled for March 5, 2025, by three-way teleconference. MM appeared representing the Applicant. RLC appeared representing the Respondent. At the hearing, I reserved my decision for the parties to provide information requested and to further review the evidence and testimony.

Tenancy agreement

The parties entered into a periodic tenancy agreement commencing November 7, 2024.

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

- Paragraph 3: The Landlord may revoke this privilege upon thirty (30) days notice. *A tenancy agreement can only be terminated for specific issues identified under the Act. Landlord privilege is not reason for termination of a tenancy.*
- Paragraph 8: The Term of the Lease is a periodic tenancy commencing at 12:00 noon on November 14, 2024 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy agreement. If the Tenant terminates the lease, she must give 2 months notice, whereas the landlord can terminate with 30 days notice. *A periodic tenancy in the NWT is a month-to-month tenancy. A fixed term tenancy stipulated as start and end date. When a new fixed term tenancy is not renewed as a fixed term tenancy, the tenancy is renewed as a month-to-month tenancy. Paragraph 51 and 52(1) identify timeliness for a Tenant to terminate a tenancy agreement based on tenancy. Paragraph (52(2), 54(1), 58 and 59 identify when a landlord may terminate tenancy agreement.*

- Paragraph 14: The Tenant will be charged an additional amount of \$50.00 per infraction, for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act, if any. *The Act does not provide a grace period. The Act and Residential Tenancies Regulations do not allow a landlord to charge a flat rate fee for missed rent payments. The landlord may only charge a penalty for late payment as set out in section 3 of the Regulations, which state a late payment penalty respecting the rent due under a tenancy agreement must not exceed \$5 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65.*
- Paragraph 17: During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following: *The Act only allows a security deposit to be used for damages to the rental premises or for rental arrears accumulated at the end of the tenancy.*
- Paragraph 24: The Tenant is responsible for insuring the Property for damage or loss to the structure, mechanical or improvements to the building of the Property for the benefit of the Parties. Such insurance should include such risks as fire, theft, vandalism, flood and disaster. *The Landlord stated they believe this means this should be referencing insurance. The other sections point toward the Landlord maintaining appropriate insurance.*
- Paragraph 27: In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees. *There is no provision in the Act for an Applicant to be awarded legal costs related to the filing of an application other than what is ordered by a Rental Officer. Costs incurred by either party would be at the sole cost of the party themselves.*
- Paragraph 32: The Tenant will not assign this Lease, or sublet or grant any concession or licence to use the Property or any part of the Property. Any assignment, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate the lease. *When a tenant has a tenancy agreement for a period of six months or more or has no fixed tenancy agreement and has occupied a rental premises for a period of six months or more, the tenant may, transfer their right to occupy the rental premises to another person through assignment or subletting. The assignment or sublet is not valid unless the landlord gives written consent, which must not be unreasonably withheld.*

- Paragraph 45: If any dispute relating to this Lease between the Parties is not resolved through informal discussion, within 14 days from the dated a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both parties. The cost of any mediations or arbitrations will be shared equally by the Parties. *The NWT Rental Office conducts mediation between landlords and tenants. The cost of the mediation is the responsibility of the Applicant.*

The Applicant acknowledged the tenancy was taken from the internet.

Any contravention of the Act on the Tenancy Agreement are invalid.

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

Rental arrears

Subsection 41(1) states a Tenant shall pay to the Landlord the rent lawfully required by the tenancy agreement on the dates specified in the tenancy agreement.

The Landlord testified the Tenant has failed to pay rent since December 2024. The Landlord claims the Tenant rent is being paid through government assistance and the Tenant has failed to provide the documents to the service provider to have the rent paid. The Landlord claims they were in contact with the government service provider and was informed the Tenant had not provide the information needed. The Landlord also stated they believe the Tenant is receiving income from other sources. The Landlord also made an unsubstantiated claim which was irrelevant to the application. The Landlord also testified they requested the Tenant to sign a consent form allowing them to talk with the government service provider in regards to rent. The Landlord stated testified just prior to the hearing they had talked to the government service provider to determine if the required documents were provided and was advised the Tenant did not report as required to have the rent covered.

The Landlord also stated the non-payment of the rent affects them personally and financially.

The Tenant did not dispute the Landlord's claim for the arrears and non-payment of rent. The Tenant testified they had provided the required information to the government service provider and were in process of doing their checks and requiring more information, the provider is also disorganized. The Tenant stated documents for October and November had been provided. The Tenant also stated the Landlord has contacted them constantly regarding the rent and there are issues with the rental premises itself. The Tenant is also dealing with other multiple issues.

To support the Landlord's claim, entered into evidence was a hand written rent statement. The hand written statement was not in a comprehensible form to accurately reflect the rent history.

The Rental Officer questioned and was provided a legible rent statement from the Landlord and a payment history from the Tenant. In review of the rent statement, I find the Tenant has failed to pay the rent on time and in full as required under subsection 41(1) of the Act and paragraph 12 of the tenancy agreement.

While the Tenant is receiving rental assistance from a government service provider, they still remain responsible for the payment of rent on time and in full.

I find the Tenant has accumulated rental arrears in the amount of \$5,932.08.

Other issues

The Tenant testified there are issues with the rental premises itself. They would be making an application to a rental officer to have these addressed.

Termination of the tenancy agreement

In consideration of the testimony and evidence presented, the Tenant's repeated non-payment of rent, and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement to be justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$5,932.08 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time and in full (p. 41(4)(b)); and
- Terminating the tenancy agreement between the parties on March 31, 2025 (p.41(4)(c)).

Jerry Vanhantsaeme
Rental Officer