

IN THE MATTER between **MPM**, Applicant, and **PM**, 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:

MPM

Applicant/Landlord

-and-

PM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JB, representing the Applicant
PM, Respondent

Date of Decision: April 9, 2025

REASONS FOR DECISION

An application to a rental officer made by MPM as the Applicant/Landlord against PM as the Respondent/Tenant was filed by the Rental Office March 10, 2025. 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 March 15, 2025. Service was also attempted by registered mail sent on March 13, 2025, but was unclaimed and returned to the sender April 7, 2025.

The Applicant claimed the Respondent had repeatedly not paid their rent when due and had accrued significant rental arrears. They sought payment of the rent owing, termination of the tenancy agreement, and eviction.

A hearing was held on April 9, 2025, by three-way teleconference. JB appeared representing the Applicant. The Respondent, PM, appeared at the hearing.

Previous orders

Rental Officer Order file # 18305, MPM v PM, was issued July 3, 2024, requiring the Respondent to pay rental arrears in the amount of \$11,375, terminating the tenancy agreement on July 31, 2024, and eviction August 1, 2024.

This order was appealed to the Supreme Court of the NWT by the Respondent, and on March 5, 2025, the judge hearing the matter granted the appeal, noting that service by email to the Respondent's daughter's email is deemed proper service, and the Respondent should expect another notice, assuming the Landlord would pursue another hearing with the Rental Office.

Tenancy agreement

According to the written tenancy agreement provided as evidence, the tenancy was for the period March 1, 2021 to February 28, 2023, then continued month to month, until the lease was renewed for the one-year period March 1, 2024 to February 28, 2025. The rent was \$1,775, but was increased to \$2,175 beginning March 1, 2025.

Rental arrears

The Applicant provided, as evidence, an updated statement dated April 7, 2025. This statement represents the Landlord's accounting of monthly rent charged and payments made against the rent account.

According to this statement, the Respondent had a zero balance in May 2023, but after not paying their full rent when due, by February 2024, their rental arrears totalled \$5,950. Starting in March 2024, the Respondent made no payments on rent or arrears and now owes \$31,999. This amount includes late payment fees and penalties that are consistent with the *Residential Tenancies Act* (the Act) and Regulations.

I am satisfied the updated statement accurately reflects the current status of the Respondent's rent account and find they have rental arrears owing that can be ordered in the amount of \$31,999.

Termination and eviction

The Respondent had repeatedly not paid their rent when due and for the last 14 months has not paid any rent at all. This despite meeting with the Landlord in February 2024 and signing an agreement to pay their rental arrears by March 8, 2024.

At the hearing, the Respondent agreed with the amount owing and that they had a responsibility to pay. They testified that they first got behind during the wildfire evacuation, and they were off work for the last six months because of an injury, but expected to return to work and to receive some significant settlements. They recognized they owed the Landlord this money and it was their intention to pay it. They asked for another chance to pay.

The Applicant stated they have been pursuing this claim for an extended period of time and based on the Respondent's history were not at all confident that payments would be made.

Based on the evidence and testimony, I find the Respondent has repeatedly breached their obligation to pay their rent and termination of the tenancy agreement and eviction are justified. Despite an agreement to pay, and a previous application for termination and eviction filed by the Landlord, they continued to not pay any rent, resulting in very significant rental arrears.

Request for adjournment

At the hearing, the Respondent asked for an adjournment of the hearing so their daughter could attend as she had all the papers. I asked them if they had any issues with the Landlord's statements or the amount claimed, they said they didn't but would prefer to have them attend. I did not grant the adjournment, as I did not think there were any outstanding questions about the rental arrears that would benefit from an adjournment.

Other issues raised by Respondent

Under subsection 68(2) of the Act, at a hearing of an application to terminate a tenancy or to evict a tenant, a rental officer may permit a tenant to raise any issue that could be the subject of an application under this Act, and the rental officer may, if they consider it appropriate in the circumstances, make an order.

During the hearing, the Respondent raised a concern about fees charged when they started their tenancy in 2021, stating they had to pay \$100 for some reason. They also stated the locks had been changed last year without their knowledge or agreement, and raised issues relating to maintenance of a latch on a window that doesn't work and a patio door which still isn't fixed, and stated they generally thought the Landlord was negligent. Aside from their testimony, they did not provide any evidence to support these claims or provide potential remedies they were seeking.

The Applicant responded that they were not aware of any fees charged in 2021, as there were different owners then, and could not comment on maintenance issues as they did not have direct knowledge.

At the hearing, I pointed out that if there were issues during the Respondent's tenancy that they were not satisfied with they could have made an application to a rental officer at that time, and that under subsection 68(1) of the Act, an application should be made within six months of the alleged breach. In the case of the fees, 4 years have passed.

Further, although the Act allows issues to be raised at this hearing, without specific details and evidence, it is not possible to come to any findings, nor do I think it appropriate to adjourn the hearing to allow the Respondent more time to bring forward evidence. In my opinion, these are minor issues that the Respondent could have brought forward for consideration of the parties prior to the hearing, and are not relevant in my decision to terminate the tenancy due to rental arrears.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$31,999 (p. 41(4)(a));
- terminating the tenancy agreement on April 30, 2025, and requiring the Respondent to vacate the rental premises on that date (41(4)(c)); and
- evicting the Respondent from the rental premises on May 1, 2025 (63(4)(a)).

Janice Laycock
Rental Officer