

IN THE MATTER between **NPRLP**, Applicant, and **ML**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

NPRLP

Applicant/Landlord

-and-

ML

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 27, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LB, representing the applicant
CD, representing the applicant

Date of Decision: September 27, 2016

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against ML and JC as the respondents/tenants was filed by the Rental Office June 29, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondents by email deemed received July 7, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, and had failed to pay utilities (electricity). An order was sought for payment of the rental arrears, payment of the utilities, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 27, 2016, in Yellowknife, Northwest Territories. Ms. LB and Ms. CD appeared representing the applicant. Ms. ML and Ms. JC were sent notices of the hearing by registered mail deemed served September 16, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondents were also served notices of the hearing by email which was deemed received by ML on September 22, 2016, pursuant to section 4(4) of the Regulations and was confirmed received by JC on September 20, 2016. Neither of the respondents appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between NPRLP and ML commencing December 15, 2012. Although it is clear that JC eventually moved in with ML at some point during the tenancy, the tenancy agreement was never amended to include JC as a named tenant jointly responsible for the terms of the tenancy agreement. As such, ML remains the sole tenant to the tenancy agreement. JC will be removed from the style of cause to this application to a rental officer, and ML going forward will be identified as the sole respondent/tenant.

The applicant's representatives confirmed at hearing that the tenancy agreement had ended August 31, 2016. Although they were not provided into evidence, an exit inspection was conducted on September 1, 2016, and the applicant's representatives confirmed that the move-out statement was completed and sent out yesterday (September 26th). I am satisfied a valid tenancy agreement was in place between NPRLP and ML in accordance with the Act.

Rental arrears and utilities

The resident ledger entered into evidence represents the landlord's accounting of monthly rent and payments made against the respondent's rent account. I am satisfied it accurately reflects the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$7,906.59.

Included in the resident ledger are charges for electricity bills for March to June 2016 in the total amount of \$409.69. Two charges of a 15 percent admin fee were also applied, however, those were denied at hearing as the Act prohibits penalties for anything other than late payment of rent. Section 3 of the tenancy agreement sets out the tenant's responsibility for electricity. Section 45(1) of the Act sets out the tenant's responsibility to comply with additional obligations that are included a written tenancy agreement. I am satisfied the respondent failed to comply with her obligation to pay her electricity bill. I am satisfied the applicant incurred the expense of paying for the electricity bill as the owner of the rental premises. I find the respondent liable to the applicant for the costs of the electricity bills in the amount of \$409.69.

Orders

An order will issue requiring the respondent to pay rental arrears and utility arrears in the total amount of \$8,316.28.

Adelle Guigon
Rental Officer