

IN THE MATTER between **WDPML**, Applicant, and **RJ**, 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:

**WDPML**

Applicant/Landlord

-and-

**RJ**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 16, 2017

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AW, representing the applicant

**Date of Decision:** February 16 and February 23, 2017

**REASONS FOR DECISION**

An application to a rental officer made by WDPML as the applicant/landlord against RJ as the respondent/tenant was filed by the Rental Office October 18, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for November 3, 2016.

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

A hearing was scheduled for February 16, 2017, by three-way teleconference. AW appeared representing the applicant. RJ was served with notice of the hearing by registered mail signed for January 31, 2017. The respondent did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant testified that the respondent had been a tenant of the landlord's since December 1, 2014. The respondent refused to sign a written tenancy agreement, even after taking occupancy of the rental premises. The application to a rental officer refers to the rental premises as 304 William Thompson Drive and includes two notices addressed to the respondent at this address dated August 8 and September 20, 2016. I am satisfied a valid implied tenancy agreement was in place between the parties in accordance with the Act.

### *Rental arrears*

The client aged detail entered into evidence represents the landlord's accounting of monthly rents and payments made against the respondent's rent account. Rent was agreed to at the beginning of the tenancy at \$1,200 per month; effective January 2016, the monthly rent was reduced to \$800. The last payment received against the account was recorded August 9, 2016, in the amount of \$500. Payments throughout the tenancy have been sporadic.

I am satisfied the client aged detail accurately reflects the payments made against the respondent's rent account. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$14,197.17.

### *Utilities*

The applicant's representative testified that the tenancy agreement included the tenant's obligation to pay for electricity. Evidence supporting the claimed electricity arrears was not provided prior to or at hearing. I agreed to permit the applicant to submit relevant invoices to support their claim subsequent to the hearing, after which I would make a decision with respect to the claim for outstanding utilities.

The applicant's representative did provide me with invoices, notices, and Northwest Territories Power Corporation utility bills dated between February 24, 2015, and November 16, 2015. However, each of these documents referred to various rental premises identified as "302B William T. Nerysoo Drive", "Hsg Unit #145", "Unit #302B", "William T. Nerysoo Drive", and "300A". As a consequence, I am not satisfied that the utilities bills entered into evidence represent the utilities used at the rental premises applied for of 304 William Thompson Drive and, therefore, I must deny the applicant's request for payment of utilities arrears.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified, as is compensation for use and occupation of the rental premises post-termination.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of 14,197.17; terminating the tenancy agreement February 28, 2017; evicting the respondent from the rental premises March 15, 2017; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$26.30 for each day she remains in the rental premises after February 28, 2017.

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Adelle Guigon  
Rental Officer