

IN THE MATTER between **NPRLP**, Applicant, and **VR**, 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-

VR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 22, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BL, representing the applicant
RP, representing the applicant

Date of Decision: March 16, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against VR as the respondent/tenant was filed by the Rental Office October 19, 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 respondent by registered mail signed for November 1, 2016.

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

A hearing was scheduled for February 22, 2017, in Yellowknife, Northwest Territories. BL and RP appeared representing the applicant. VR was sent notice of the hearing by registered mail deemed served February 7, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act) and subsequently served notice of the hearing by email deemed received February 21, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Previous orders

Rental Officer Order Number 10-14879 dated October 9, 2015, required VR and MR to pay rental arrears in the amount of \$2,850, to pay their future rent on time, terminated their tenancy agreement October 31, 2015, unless the rental arrears were paid in full, and evicted them from the rental premises November 1, 2015, if the termination of the tenancy agreement became effective. The monetary order was satisfied and the tenancy continued uninterrupted.

Tenancy agreement

The applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between NPRLP as landlord and VR and MR as joint tenants. The applicant's representatives confirmed by speaking directly with MR that she has moved out of the rental premises to another community and no longer has any interest in maintaining the tenancy agreement. VR remains in sole possession of the rental premises. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments made against the respondent's rent account. The rent has been established at \$1,050 per month. The late payment penalties have been calculated in accordance with the Act and Regulations. The last successful payment against the rent account was recorded December 5, 2016, in the amount of \$100.

Ten charges of \$50 each for the return of electronic funds transfers due to insufficient funds (NSF) also appear on the resident ledgers. Section 13 of the Act prohibits the imposition of penalties other than late payment penalties. The applicant was unable to prove monetary losses suffered by the landlord due to the respondent's failure to pay their rent which would substantiate the \$50 charges. The claim of \$500 for NSF charges is denied and will be deducted from the balance owing in the resident ledgers.

I am satisfied the amended resident ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent, has repeatedly failed to comply with a rental officer order to pay her future rent on time, and has accumulated rental arrears in the amount of \$11,300.

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 an order for compensation for use and occupation of the rental premises for after the ordered termination date.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$11,300; terminating the tenancy agreement March 31, 2017; evicting the respondent from the rental premises April 15, 2017; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$34.52 for each day she remains in the rental premises after March 31, 2017.

Adelle Guigon
Rental Officer