

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

LB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, representing the applicant

Date of Decision: March 8, 2017

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against LB 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 email deemed received February 2, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay rent 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 28, 2017, in Yellowknife, Northwest Territories. RP appeared representing the applicant. LB was sent notice of the hearing by registered mail deemed served February 15, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act), and a detailed voicemail was left for him at the phone number provided on file. The respondent did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Previous orders

Rental Officer Order Number 10-12132 dated June 22, 2011, required the respondent to pay rental arrears in the amount of \$1,493, terminated the tenancy agreement June 30, 2011, unless the rental arrears were paid in full, and evicted the respondent from the rental premises July 1, 2011, if the termination of the tenancy became effective. This order was for a prior tenancy agreement at a different rental premises than the subsequent rental officer orders and the current application.

Rental Officer Order Number 10-12483 dated December 16, 2011, required the respondent to pay rental arrears in the amount of \$1,415.78, terminated the tenancy agreement January 5, 2012, unless the rental arrears were paid in full, and evicted the respondent from the rental premises January 6, 2012, if the termination of the tenancy became effective. This order was satisfied and the tenancy continued uninterrupted.

Rental Officer Order Number 10-13484 dated July 9, 2013, required the respondent to pay rental arrears in the amount of \$3,452, terminated the tenancy agreement July 19, 2013, unless the rental arrears were paid in full, and evicted the respondent from the rental premises July 22, 2013, if the termination of the tenancy agreement became effective. This monetary order was not satisfied by July 19, 2013, but the applicant did not enforce the termination and eviction orders. The tenancy continued uninterrupted.

Rental Officer Order Number 10-13879 dated February 20, 2014, required the respondent to pay rental arrears in the amount of \$1,799, terminated the tenancy agreement March 15, 2014, unless the rental arrears were paid in full and the rent for March 2014 was paid on time, and evicted the respondent from the rental premises March 16, 2014, if the termination of the tenancy became effective. This monetary order was not satisfied by March 15, 2014, but the applicant did not enforce the termination and eviction orders. The tenancy continued uninterrupted.

Rental Officer Order Number 10-14493 dated January 28, 2015, required the respondent to pay rental arrears in the amount of \$2,296, terminated the tenancy agreement January 31, 2015, evicted the respondent from the rental premises February 15, 2015, and required the respondent to pay compensation for use and occupation of the rental premises at a rate of \$46.19 for each day he remained there after January 31, 2015. The applicant did not enforce the termination and eviction orders, and the tenancy continued uninterrupted.

Rental Officer Order Number 10-14941 dated December 11, 2015, required the respondent to pay rental arrears in the amount of \$2,555, terminated the tenancy agreement December 31, 2015, and evicted the respondent from the rental premises January 1, 2016. The applicant did not enforce the termination and eviction orders, and the tenancy continued uninterrupted.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties commencing August 30, 2011. At hearing the applicant's representative believed the respondent had vacated the rental premises, however, she did not have supporting evidence of this. She was given opportunity to after the hearing to confirm whether or not the respondent had in fact vacated the rental premises and, if so, when. She discovered upon reviewing her file and making inquiries that the respondent had not in fact vacated the premises and currently remains in possession. 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 rents, late payment penalties, and payments made against the respondent's rent account. Rent was established at \$1,405 per month. The last payments made against the respondent's rent account were recorded: February 10, 2017, in the amount of \$900; January 27, 2017, in the amount of \$1,000; December 2, 2016, in the amount of \$1,440.99; and October 28, 2016, in the amount of \$740.

I am satisfied the late payment penalties have been calculated in accordance with the Act and Regulations. I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent and has accumulated rental arrears in the amount of \$7,725.01.

Pest control preparation

Included in the resident ledgers were three charges of \$131.25 each for failing to prepare for pre-scheduled pest control treatments. Having no evidence to the contrary, I am satisfied the respondent failed to adequately prepare for the pre-scheduled pest control treatments, which resulted in the losses suffered by the landlord for the unsatisfied treatments of the rental premises. I find the respondent liable to the applicant for costs associated with preparing for scheduled pest-control treatments in the total amount of \$393.75.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated historical pattern of behaviour and continued repeated failure to pay the full amount of rent when it is due, and the respondent's substantial accumulation of rental arrears to date, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$7,725.01; requiring the respondent to pay for costs associated with preparing for scheduled pest-control treatments in the amount of \$393.75; terminating the tenancy agreement March 31, 2017; evicting the respondent from the rental premises April 1, 2017; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$46.19 for each day he remains in the rental premises after March 31, 2017.

Adelle Guigon
Rental Officer