

IN THE MATTER between **NPRLP**, Applicant, and **LF and CG**, Respondents.

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-

LF and CG

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 28, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, representing the applicant
LF, respondent

Date of Decision: March 14, 2017

REASONS FOR DECISION

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

The applicant alleged the respondents had accumulated rental arrears and sought an order for payment.

A hearing was scheduled for February 28, 2017, in Yellowknife, Northwest Territories. RP appeared representing the applicant. LF appeared by telephone as respondent and on behalf of CG.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing October 1, 2015. The parties agreed that the respondents had vacated the rental premises August 31, 2016, ending the tenancy agreement. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledger and move out statement entered into evidence represent the landlord's accounting of monthly rent and payments made against the respondents' rent account. Monthly rent was established at \$1,250. Late payment penalties have been calculated and applied in accordance with the Act and Regulations. The last successful payment was recorded received May 27, 2016, in the amount of \$1,250. A total security deposit of \$625.23 was retained against the claimed rental arrears.

Four charges of \$50 were charged against the respondents' rent account for returned automatic withdrawal payments due to insufficient funds (NSF). Section 13 of the Act prohibits the application of penalties other than late payment penalties. The applicant has been unable to justify the \$50 charge as representing losses suffered by the landlord as a direct result of the respondents' failure to pay their rent. Therefore, the applicant's claim of \$200 for NSF charges is denied.

The respondent did not dispute the accuracy of the applicant's accounting with respect to rental arrears, including the late payment penalties, and did not dispute the withholding of his security deposit.

I am satisfied the resident ledger and move out statement accurately reflect the current status of the respondents' account as it relates to their rent. I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$3,265.77.

Key replacement

A charge of \$125 was entered against the respondents' rent account on January 4, 2016, for the replacement of a FOB and key for access to the residential complex and rental premises. The respondent initially disputed this charge, claiming he did not remember requiring it. The applicant's representative subsequently provided tracking data for three FOBs during the tenancy: two signed out to LF and one signed out to CG. The tracking data does support the applicant's claim that the respondent required a second set of keys to be issued to him. I find the respondent liable to the applicant for the costs associated with issuance of a second FOB and key in the amount of \$125.

Orders

An order will issue requiring the respondent to pay rental arrears and costs of key replacement in the total amount of \$3,390.77.

Adelle Guigon
Rental Officer