

IN THE MATTER between **SI**, Applicant, and **CC**, 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:

**SI**

Applicant/Landlord

-and-

**CC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 20, 2017

**Place of the Hearing:** Hay River, Northwest Territories

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

**Date of Decision:** June 26, 2017

**REASONS FOR DECISION**

An application to a rental officer made by SI as the applicant/landlord against CC as the respondent/tenant was filed by the Rental Office February 2, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent February 8, 2017.

The applicant alleged the respondent had repeatedly failed to pay the full amount of rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, payment of late payment penalties, and termination of the tenancy agreement.

A hearing was scheduled for April 20, 2017, in Hay River, Northwest Territories. The Rental Officer appeared by telephone. BM appeared representing the applicant. CC was served notice of the hearing by registered mail deemed served April 7, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondent failed to appear at the hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence.

*Tenancy agreement*

The applicant's representative testified that the parties had entered into a tenancy agreement commencing in September 2014. The applicant's representative implied that there may be a written tenancy agreement and was tasked with providing a copy of it. Despite having failed to do so, I am satisfied that the respondent did take occupancy of the rental premises in September 2014 and that a valid tenancy agreement is in place between the parties in accordance with the Act.

*Rental arrears*

A spreadsheet statement of account was entered into evidence representing the monthly rent and payments made against the respondent's rent account. The statement covers the period from September 2014 to January 2017. The rent was established at \$1,100 per month. The last three payments received against the account were recorded: January 2017 in the amount of \$1,000; October 2016 in the amount of \$2,200; and July 2016 in the amount of \$1,030.

Although the math in the balance column is incorrect, I am satisfied the payments received against the respondent's rent account are accurately reflected in the statement. I find the respondent has repeatedly failed to pay the full amount of his rent when due.

The statement does not reflect any late payment penalties, however, the respondent remains liable to late payment penalties pursuant to section 41(2) of the Act. The applicant has included in their application a request for payment of late payment penalties. I am satisfied the applicant is entitled to the requested late payment penalties.

The applicant's representative was tasked with providing an updated statement of account. Having failed to do so, I can only determine the rental arrears and late payment penalties accumulated as of January 31, 2017 as referenced by the statement of account provided with the application to a rental officer.

I find the respondent has accumulated rental arrears in the total amount of \$10,704, of which \$9,270 is outstanding rent and \$1,434 is late payment penalties calculated in accordance with section 3 of the *Residential Tenancies Regulations* (the Regulations).

*Termination of the tenancy agreement and eviction*

Based on the respondent's repeated failure to pay his rent and the substantial amount of rental arrears accumulated, 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 \$10,704;
- terminating the tenancy agreement July 31, 2017; and
- evicting the respondent from the rental premises August 1, 2017.

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Adelle Guigon  
Rental Officer