

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

**KC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 11, 2017

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

**Appearances at Hearing:** BL, representing the applicant  
CDL, representing the applicant

**Date of Decision:** May 11, 2017

**REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the applicant/landlord against KC as the respondent/tenant was filed by the Rental Office February 28, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by email deemed received March 31, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay his rent on time 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 May 11, 2017, in Yellowknife, Northwest Territories. BL and CDL appeared representing the applicant. KC was served notice of the hearing by email deemed received April 28, 2017. The respondent did not appear at the hearing, nor did anyone appear on his 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's representatives testified and provided evidence establishing a residential tenancy agreement between the parties commencing July 1, 2014. 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, returned cheque charges, and payments received against the respondent's rent account. The current rent was established at \$1,660 per month. The late payment penalties have been calculated in accordance with the Act and Regulations. The last four payments received against the respondent's rent account were recorded: April 28, 2017, in the amount of \$800; March 13, 2017, in the amount of \$6,271; February 17, 2017, in the amount of \$450; and February 9, 2017, in the amount of \$280. The payment received March 13, 2017, brought the respondent's rent account to a zero balance.

A review of the resident ledgers revealed three charges of \$50 each for returned check (sic) charges (insufficient funds or NSF charges) recorded: December 8, 2014; February 9, 2015; and June 8, 2015. Section 13 of the Act prohibits the charging of fees or penalties for breaches of the Act or tenancy agreement, other than late payment penalties as provided for under section 41(2) of the Act and section 3 of the Regulations. The applicant was given opportunity to provide evidence that the \$50 per NSF cheque represented a demonstrable monetary loss suffered by the landlord as a direct result of the tenant's breach for which the landlord may be entitled to compensation under section 45(4)(c) of the Act, however, the applicant failed to provide such evidence. The NSF charges totalling \$150 will be deducted from the respondent's rent account balance.

I am satisfied the adjusted resident ledger accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of his rent when due and has accumulated rental arrears in the total amount of \$2,417.

*Replacement of keys*

The resident ledger included charges totalling \$75 for replace of three keys for the rental premises and residential complex on May 9, 2017. Although there were no invoices or work orders entered into evidence to support the charges, the applicant's representatives testified to direct knowledge of the respondent's request for the replacement keys. I am satisfied the respondent required a replacement set of keys and I find the respondent liable to the applicant for the costs of replacing the keys in the amount of \$75.

*Termination of the tenancy agreement and eviction*

In consideration of the respondent's repeated pattern of failing to pay the full amount of rent when due and the accumulation of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representatives agreed a conditional termination and eviction order would be appropriate to provide the respondent with an opportunity to resolve the debt and make efforts to pay his rent on time in the future.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$2,417;
- requiring the respondent to pay his future rent on time;
- requiring the respondent to pay for replacement keys in the amount of \$75;
- terminating the tenancy agreement July 31, 2017, unless the rental arrears are paid in full and the rents for June and July are paid on time; and
- evicting the respondent from the rental premises August 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer