

IN THE MATTER between **MPM**, Applicant, and **PF**, 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:

**MPM**

Applicant/Landlord

-and-

**PF**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 12, 2017

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

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

**Date of Decision:** July 12, 2017

**REASONS FOR DECISION**

An application to a rental officer made by MPM as the applicant/landlord against PF as the respondent/tenant was filed by the Rental Office March 28, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent April 18, 2017.

The applicant alleged the respondent had repeatedly failed to pay his rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 12, 2017, in Yellowknife, Northwest Territories. AM appeared by telephone representing the applicant. PF was served notice of the hearing by email confirmed received June 28, 2017. The respondent indicated by email that he would be unable to attend the hearing and provided written submissions in his defence. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing February 1, 1998. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

*Rental arrears*

The resident statement and resident ledger entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, NSF fees, and payments received against the respondent's rent account. The current rent was established at \$1,750 per month as of February 2017; the rent prior to then was \$1,550 per month. The late payment penalties have been calculated in accordance with the Act and the *Residential Tenancies Regulations* (the Regulations). No payments were received in April, March, and February 2017. Three \$1,550

payments in January 2017, and December and November 2016 and one payment of \$298 in October 2016 were returned by the bank with insufficient funds in the respondent's account (NSF). The last five successful payments received against the rent account were recorded: July 4, 2017, in the amount of \$1,850; June 2, 2017, in the amount of \$1,850; May 17, 2017, in the amount of \$350; January 19, 2017, in the amount of \$100; and October 13, 2016, in the amount of \$400.

Section 13 of the Act prohibits a landlord from charging any penalties for non-payment of rent other than late payment penalties calculated in accordance with section 41(2) of the Act and section 3 of the Regulations. The NSF fees charged by the landlord for returned rent cheques in September, November, and December 2016, and January 2017 totalling \$150 are disallowed and the resident statement and ledger will be amended accordingly.

In his written statements, the respondent acknowledged his debt and promised to pay it as soon as possible, having started new full-time employment in May 2017. This intent appears to be borne out by the payments made in June and July which covered the rents plus \$100 for each month.

The applicant's representative was not unsympathetic to the respondent's plight, however, the amount of rental arrears that have accumulated are substantial and cannot be sustained or ignored.

I am satisfied the resident statement and resident ledger accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent. At hearing the applicant's representative mis-spoke the balance of rental arrears as \$11,549 including the NSF fees charges. The correct balance is \$11,557 less the disallowed NSF fees charges of \$150. I find the respondent has accumulated rental arrears in the amount of \$11,407.

*Termination of the tenancy agreement and eviction*

In light of 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. However, in consideration of the respondent's recent efforts to address the arrears, his promises to resolve the arrears as soon as possible, and by agreement with the applicant's representative, I am satisfied the termination of the tenancy agreement and eviction should be conditional on the respondent paying at least \$5,000 towards the rental arrears by the end of October 2017 and paying his future rent in full and on time.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$11,407;
- requiring the respondent to pay his future rent on time;
- terminating the tenancy agreement October 31, 2017, unless at least \$5,000 is paid towards the rental arrears and the rents for August, September, and October are paid on time; and
- evicting the respondent from the rental premises November 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer