

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: August 9, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BL, representing the applicant
CDL, representing the applicant
LB, respondent

Date of Decision: August 9, 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 May 10, 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 May 15, 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 August 9, 2017, in Yellowknife, Northwest Territories. BL and CDL appeared representing the applicant. LB appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties commencing September 14, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, pet fees, late payment penalties, and payments received against the respondent's rent account. The rent was established at \$1,970 per month.

The respondent received an employee discount of 25 percent for the months of September 2016 to April 2017. No payment was received in October 2016 for the balance of the rent. Biweekly staff payroll deductions commenced in late November 2016. Those deductions were of insufficient amounts to cover the balance of rent for the months of November 2016 to March 2017. The respondent explained this was because for various reasons she did not work full-time hours, so her pay was not enough to cover the rents. May 2017 is the first month that the rent was paid in full, between the employee discount and two payroll deductions. The respondent made two payments directly against her rent account since September 2016: \$800 on January 31, 2017, and \$1,500 on June 12, 2017. The respondent indicated that she attempted to make another payment of \$2,000 in July 2017 by providing her credit card to the applicant over the phone; by that point the applicant had re-established their policy to not accept credit card numbers by telephone unless the tenant is not in town when the rent is due, so the application refused to accept the respondent's credit card payment over the phone. The respondent made no further attempts to pay the rent or rental arrears by any other means.

The late payment penalties applied by the applicant against the respondent's rent account were calculated in accordance with the Act and Regulations.

While the pet fee of \$25 per month is stipulated under paragraph 6.1 of the tenancy agreement, that condition is non-compliant with the Act and therefore ineffective. Section 13 of the Act prohibits any penalties other than late payment penalties, and section 14.1 of the Act provides for a pet security deposit. As such, the pet fees totalling \$289.16 are denied and the resident ledger balance will be adjusted accordingly.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it.

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 rent when due and has accumulated rental arrears in the amount of \$10,044.30.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The respondent indicated at any rate that she had already given the applicant written notice to terminate her tenancy agreement for August 31, 2017.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$10,044.30;
- terminating the tenancy agreement August 31, 2017; and
- evicting the respondent from the rental premises September 1, 2017.

Adelle Guigon
Rental Officer