

IN THE MATTER between **VFL**, Applicant, and **KB**, 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:

VFL

Applicant/Landlord

-and-

KB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 11, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	KA, representing the applicant DA, representing the applicant
<u>Date of Decision:</u>	October 11, 2017

REASONS FOR DECISION

An application to a rental officer made by VFL as the applicant/landlord against KB as the respondent/tenant was filed by the Rental Office July 24, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the respondent by email deemed received October 6, 2017, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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, payment of future rent on time, and termination of the tenancy agreement.

A hearing was scheduled for October 11, 2017, by three-way teleconference. KA and DA appeared representing the applicant. KB was served notice of the hearing by email deemed received October 6, 2017, pursuant to section 4(4) of the Regulations. 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 evidence was presented establishing a residential tenancy agreement between the parties commencing December 21, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The client aged detail entered into evidence represents the landlord's accounting of monthly rent and payments received against the rent account. Rent was established at \$1,750 per month, and is due on the first of each month. The rent has not been paid on time every month since commencement of the tenancy, with full payment being made between 52 and 173 days late. When the application was filed, the respondent carried rental arrears in the amount of \$10,500. Since then, the respondent has made three payments against the rent account which have reduced the balance owing to \$5,000.

Pursuant to section 41(2) of the Act, the landlord is entitled to late rent payment penalties calculated in accordance with section 3 of the Regulations. The applicant has requested that late payment penalties be included in an order to pay rental arrears. By my calculation, late payment penalties calculated since January 1, 2016, amount to \$1,313.

I am satisfied the client aged detail accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears and late payment penalties totalling \$6,313.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay his rent in full when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. In consideration of the respondent's recent efforts to resolve his debt and by agreement with the applicant, the termination and eviction will be conditional on the respondent paying the rental arrears in full and paying his future rent on or before the first of each month as agreed in the written tenancy agreement.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$6,313;
- requiring the respondent to pay his future rent on time;
- terminating the tenancy agreement January 31, 2018, unless the rental arrears are paid in full and the rents for November, December, and January are paid in full on or before the first of each month; and
- evicting the respondent from the rental premises February 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer