

IN THE MATTER between **AB**, Applicant, and **CD**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

**AB**

Applicant/Landlord

-and-

**CD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 11, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>HC, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 12, 2018</b>

### **REASONS FOR DECISION**

The respondent was sent the filed application and a Notice of Attendance by email on October 24, 2017. The applicant failed to appear at the hearing and the matter was heard in his absence.

The spelling of the respondent's surname on the application differs from the spelling found on the tenancy agreement. The landlord confirmed that the spelling found on the tenancy agreement was correct. Accordingly the order reflects the correct spelling of the respondent's surname.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the alleged rent arrears were promptly paid.

The applicant provided a copy of the resident ledger in evidence which indicated a balance owing of \$8235. The monthly rent for the premises is \$2010.

The ledger indicates that the respondent was charged \$50 for a returned cheque. The applicant was unable to provide any evidence that they were charged that amount. Consequently, I deny this amount as the landlord cannot verify that they suffered this, or any amount, of damage related to the NSF cheque.

The ledger also indicates that a "pet fee" of \$25/month has been charged to the tenant during each month of the term. Article 6 of the written tenancy agreement between the parties sets out this provision. A total of \$429.17 has been charged to the respondent pursuant to this provision.

The *Residential Tenancy Act* permits a landlord to demand a pet deposit where the tenant is permitted to keep a pet on the premises. This deposit cannot exceed 50% of the monthly rent and must be returned to the tenant, with interest, at the end of the tenancy provided there are no arrears of rent or repair costs related to damages. Clearly, the "pet fee" is not a pet deposit. Neither is the "pet fee" rent, consisting of a separate charge for a service, facility, privilege accommodation or thing provided by the landlord to the tenant.

Amounts required from a tenant are limited to rent, as defined in the Act, a security deposit and, if applicable, a pet security deposit. Section 14.2 prohibits any other amounts.

**14.2.** (1) *A landlord shall not require or receive from a tenant or prospective tenant any amount as a deposit for damages or for arrears of rent, or any other amount as a condition of entering a tenancy agreement, other than a security deposit and, if applicable, a pet security deposit.*

Therefore the pet fees of \$429.17 included on the landlords ledger are denied.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$7755.83 calculated as follows:

Balance as per ledger	\$8235.00
Less NSF charge	(50.00)
Less pet fees	<u>(429.17)</u>
Total	\$7755.83

The rent arrears are substantial, representing nearly four months of rent, and are, in my opinion, sufficient grounds for termination of the tenancy agreement and eviction unless promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$7755.83 and terminating the tenancy agreement on February 28, 2018 unless the rent arrears and the rent for February, 2018 totalling \$9765.83 are paid in full.

An eviction order to be effective on March 1, 2018 unless the respondent pays the applicant rent arrears and the February, 2018 rent shall also be issued.

---

Hal Logsdon  
Rental Officer