

IN THE MATTER between **N.L.**, Applicant, and **C.C.**, 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:

N.L.

Applicant/Landlord

-and-

C.C.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 9, 2018

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: A.V., representing the applicant
I.A., representing the applicant

Date of Decision: May 9, 2018

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance and a filed application on March 5, 2018 but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement between the parties was terminated on November 15, 2017 when the respondent vacated the rental premises. The applicant retained the security deposit (\$1900) applying it to rent arrears, penalties for late rent and pet fees (\$5101.16) resulting in a balance owing the landlord of \$3201.16. The applicant sought relief in that amount.

The applicant provided a copy of the resident ledger in evidence which indicated a balance of rent and penalties for late rent of \$4862.45 and pet fees of \$238.71. The ledger does not contain any credit for security deposit interest.

Article 4 of the written tenancy agreement between the parties sets out the monthly rent for the premises as \$1900. The tenant is obligated to pay for electricity during the term. There are no additional charges payable to the landlord for other services or facilities.

Article 6.1 sets out the tenant's obligation to pay a monthly pet fee of \$50. The applicant stated that this charge is a monthly fee and not a deposit. It is not refundable under any circumstances.

Section 14 of the *Residential Tenancies Act* permits a landlord to require, in addition to a security deposit, a pet security deposit. There are no specific provisions for a pet fee. Such a charge would be considered "rent". Clearly that is not the intention of the landlord as it is not included in Article 4 of the tenancy agreement.

"Rent" includes the amount of any consideration paid or required to be paid by a tenant to a landlord or his or her agent for the right to occupy rental premises and for any services and facilities, privilege, accommodation or thing that the landlord provides for the tenant in respect of his or her occupancy of the rental premises, whether or not a separate charge is made for the services and facilities, privilege, accommodation or thing.

Consequently, the relief sought for the “pet fees” included on the resident ledger is denied.

I find the interest on the security deposit to be \$0.41.

I find the remainder of the resident ledger in order and find the penalties for late rent to be applied in accordance with the Act. I find the balance of the rent arrears and penalties for late rent to be \$4862.45. Applying the retained security deposit and accrued interest to the rent arrears, I find a balance of rent and penalties for late rent due to the applicant to be \$2962.04.

Security deposit	(\$1900.00)
Interest	(0.41)
Rent arrears and penalties	<u>4862.45</u>
Amount due applicant	\$2962.04

An order shall issue requiring the respondent to pay the applicant rent arrears and penalties for late rent in the amount of \$2962.04.

Hal Logsdon
Rental Officer