

IN THE MATTER between **NPRLP**, Applicant, and **LC**, 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-

**LC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 5, 2018

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

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

**Date of Decision:** July 5, 2018

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the applicant/landlord against LC as the respondent/tenant was filed by the Rental Office April 20, 2018. 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 10, 2018, pursuant to subsection 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 rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 5, 2018, in Yellowknife. CDL appeared representing the applicant. LC was served notice of the hearing by email deemed received May 10, 2018, pursuant to subsection 4(4) of the Regulations. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing December 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The resident ledgers entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments received against the respondent's rent account. Rent was established at \$1,595 per month. Late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient payments or no payments were made in six of the eight months of the tenancy.

Charges were included in the resident ledgers for electricity bills and for being unprepared for pest control services. No evidence was entered supporting the value of or necessity for either of these sets of charges. As I cannot be satisfied that the respondent is liable for these claims, and in consideration that the application to a rental officer did not specify that either of these sets of charges were being claimed, I am not prepared to consider them in this hearing. The resident ledger balance was adjusted to deduct \$1,053.52 in electricity bill charges and \$525 in pest control services charges.

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 rent in full and when due, and has accumulated rental arrears in the amount of \$7,167.50.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay the rent and the substantial amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$7,167.50;
- terminating the tenancy agreement July 31, 2018;
- evicting the respondent from the rental premises August 1, 2018; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$52.44 for each day the respondent remains in the rental premises after July 31, 2018, to a maximum of \$1,595 per month.

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Adelle Guigon  
Rental Officer