

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

DM

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 DM 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 the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 5, 2018, in Yellowknife. CDL appeared representing the applicant. DM 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 evidence presented at hearing established a residential tenancy agreement initially made with SM and PC commencing September 9, 2016. An assignment agreement was attached to the written tenancy agreement assigning the tenancy from SM to DM effective April 3, 2017. No assignment agreement was provided assigning the tenancy from PC to DM. The applicant's representative testified that this omission was likely an oversight at the time of the assignment, and that she did not believe PC had occupied the rental premises since prior to the assignment agreement entered into between SM and DM. The applicant's representative testified that she has never received any communications from or regarding PC, nor are there any communications from PC documented in their file.

I am satisfied on a balance of probabilities that PC has held no interest in this tenancy since at least April 3, 2017, when the assignment agreement was entered into between SM and DM. I am prepared to accept that a sole tenancy agreement with DM has been in effect since April 3, 2017, in accordance with the Act.

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents, late payment penalties, and payments received under the sole tenancy since April 1, 2017. The current rent was established at \$1,770 per month. The late payment penalties have been calculated in accordance with the Act and Regulations. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy.

I am satisfied the resident ledgers accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent in full and when due, and has accumulated rental arrears in the amount of \$8,163.

Termination of the tenancy agreement

In light of the respondent's repeatedly failure to pay the rent and the substantial amount of rental arrears accumulated, 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 \$8,163;
- 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 \$59.38 for each day the respondent remains in the rental premises after July 31, 2018, to a maximum of \$1,806 per month.

Adelle Guigon
Rental Officer