

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

TV

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 10, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the applicant

Date of Decision: July 10, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against TV 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 10, 2018, in Yellowknife. CDL appeared representing the applicant. TV 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 November 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 \$2,000 per month. The late payment penalties were calculated in accordance with the Act and Regulations. No payments were received in five of the nine months of the tenancy. The last payment received against the rent account was recorded February 12, 2018, in the amount of \$2,040.

Also included in the resident ledgers were charges described as monthly pet fees. Paragraph 6 of the written tenancy agreement does speak to a monthly pet fee being “required for the following authorised pets: 1-DOG”. The Act specifically provides for a refundable pet security deposit equivalent to as much as half a month’s rent. The imposition of what appears to be a non-refundable monthly pet fee is contradictory to the pet security deposit provided for under the Act, and therefore the monthly pet fee is invalid. If the landlord wishes to collect a pet security deposit in monthly installments there is no reason they couldn’t do so, however, it must be recognized as a pet security deposit, it must stop being collected once the equivalent of half a month’s rent is reached, and it must be dealt with as a security deposit at the end of the tenancy in accordance with the Act.

In this case, according to the resident ledger, the respondent actually paid \$75 in ‘pet fees’, which I will interpret as \$75 towards a pet security deposit and I will expect the applicant to return or retain at the end of the tenancy in accordance with the Act as a security deposit. The respondent was charged an additional \$125 in ‘pet fees’ which was not paid for; this amount will be deducted from the resident ledger balance. I would note at this point that at hearing I inadvertently transposed the mentioned values when calculating rental arrears, deducting \$75 from the balance instead of \$125 from the balance. I am correcting that error here.

I am satisfied the amended resident ledgers accurately reflect the current status of the respondent’s rent account. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$10,151.

Termination of the tenancy agreement and eviction

In light of the respondent’s repeated failure to pay 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 \$10,151;
- 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 \$65.75 for each day the respondent remains in the rental premises after July 31, 2018, to a maximum of \$2,000 per month.

Adelle Guigon
Rental Officer