

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

ML

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
ML, respondent

Date of Decision: July 10, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against ML as the respondent/tenant was filed by the Rental Office April 30, 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 registered mail signed for May 31, 2018.

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. ML appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing October 16, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledgers entered into evidence represent the landlord's accounting of monthly rents, late payment penalties, and payments received against the respondent's rent account. Current rent was established at \$1,367 per month. Late payment penalties were calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). No successful payments were received in four of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging his debt and accepting responsibility for it. He did mention some maintenance issues which have remained outstanding for several months, but agreed that rent was a separate issue. The respondent was encouraged to communicate directly with the applicant's representative to make inquiries into the delay in remedying the maintenance issues.

The resident ledgers also included eight charges of \$50 each for "Returned check charge". Each of these charges were applied to the account when the respondent's automatic funds withdrawal for the rent payments was returned by the bank with insufficient funds in the respondent's account. No evidence was presented to establish whether or not \$50 fairly represents demonstrable monetary losses suffered by the applicant as a direct result of the respondent failing to ensure sufficient funds were in his account to pay the rent each month. Such charges also do not constitute rent. As such, the \$400 in returned check charges will be deducted from the resident ledger and are denied.

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 in full when due and has accumulated rental arrears in the amount of \$5,544.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay his rent in full when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The respondent made a commitment at hearing to have at least \$1,200 paid towards his rental arrears by the end of October and to make sure his future rent is paid on time. By agreement with the applicant's representative, the termination and eviction orders will be conditional on the respondent complying with his commitment.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$5,544;
- requiring the respondent to pay his rent on time in the future;
- terminating the tenancy agreement October 31, 2018, unless at least \$1,200 is paid towards the rental arrears and the rents for August, September, and October are paid on time; and
- evicting the respondent from the rental premises November 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer