

IN THE MATTER between **NPRLP**, Applicant, and **BE and HR**, Respondents.

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-

BE and HR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 27, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the applicant

BE, respondent

LA, Arabic interpreter for the respondent

BB, Integrated Case Management, French interpreter for the
respondent

Date of Decision: June 27, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against EB and HR as the respondents/tenants was filed by the Rental Office April 13, 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 respondents by registered mail signed for April 27, 2018.

The applicant alleged the respondents 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 June 27, 2018, in Yellowknife. CDL appeared representing the applicant. BE appeared as respondent and on behalf of HR. LA appeared as Arabic interpreter for the respondent, and BB appeared as the respondent's Integrated Case Management worker and as French interpreter for the respondent.

Preliminary matter

The application to a rental officer identified the respondents as EB and HR. The respondent confirmed that she and her mother are the tenants, but that both their names are incorrectly spelled on the application. The correct spellings are: BE and HR. All parties agreed to amend the application to reflect the correct spellings of the tenants' names. The style of cause for this matter going forward will be: NPRLP v. BE and HR.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing February 15, 2017. The respondents vacated the rental premises, effectively ending the tenancy May 1, 2018. The applicant's representative withdrew their request for termination of the tenancy agreement and eviction. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The resident ledgers and move out statement (rent documents) entered into evidence represent the landlord's accounting of monthly rent, late payment penalties, and payments made against the respondents' rent account. The rent was established at \$1,500 per month. The late payment penalties were calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were received in 10 of the 16 months of the tenancy. The security deposit of \$1,500.88 was retained against the rental arrears.

The respondent did not dispute the accuracy of the landlord's account, acknowledging the debt and accepting full responsibility for it. The respondent clarified that the entire debt is hers and hers alone, not her mother's, and requested that she alone be held responsible for it. The applicant's representative agreed for the order to pay the rental arrears be made solely against the respondent BE.

I am satisfied the rent documents accurately reflect the current status of the respondents' rent account. I find BE solely responsible for rental arrears accumulated in the amount of \$6,641.84.

Order

An order will issue requiring BE to pay rental arrears in the amount of \$6,641.84.

Adelle Guigon
Rental Officer