

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

PB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 2, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the applicant

Date of Decision: August 2, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the applicant/landlord against PB as the respondent/tenant was filed by the Rental Office May 29, 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 June 15, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent in full when due 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 August 2, 2018, in Yellowknife. CDL appeared representing the applicant. PB was served notice of the hearing by registered mail signed for June 15, 2018. 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 \$2,500 per month. The late payment penalties have been calculated in accordance with the Act and the *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were received in four of the nine months of the tenancy.

Also included in the resident ledger were monthly charges of \$25 each for "monthly pet fees". The written tenancy agreement includes a condition regarding "monthly pet fees" which implies the fees are non-refundable. These "monthly pet fees" are effectively invalid given that the Act provides for a pet security deposit which is refundable at the end of the tenancy. While

I see no reason why the landlord cannot collect the pet security deposit in monthly installments, I remind the landlord, first, that they may only collect up to the equivalent of half a month's rent for the pet security deposit, and second, that the pet security deposit is not rent and cannot be claimed as such. A review of the resident ledger reveals that to date \$225 has been charged for the pet security deposit, none of which has been paid by the respondent. The resident ledger was adjusted to deduct the unpaid pet security deposit from the balance.

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 full amount of rent when due and has accumulated rental arrears in the amount of \$4,343.76.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay the rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, the termination and eviction orders will be conditional on the respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

requiring the respondent to pay rental arrears in the amount of \$4,343.76;

requiring the respondent to pay future rent on time;

terminating the tenancy agreement October 31, 2018, unless the rental arrears are paid in full and the rents for 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