

IN THE MATTER between **N.P.**, Applicant, and **T.R.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

N.P.

Applicant/Landlord

-and-

T.R.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 20, 2018
<u>Place of the Hearing:</u>	Yellowknife. NT
<u>Appearances at Hearing:</u>	C.L., representing the applicant T.R., respondent
<u>Date of Decision:</u>	November 20, 2018

REASONS FOR DECISION

The tenancy agreement between the parties commenced on February 1, 2017 and was made for a term of one year. The tenancy was renewed for an additional one year term, expiring on January 31, 2019. The monthly rent for the premises is set out in the current tenancy agreement as \$1680. A security deposit of \$835 has been paid in full.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a copy of the rent ledger which indicated a balance of rent and penalties for late rent owing in the amount of \$3503.74. The applicant sought an order in this amount.

The respondent testified that payments of \$1016.44 and \$33.00 had been made on her behalf through the *Income Assistance Program* and provided a report for November, 2018 showing these amounts were directly deposited to the landlord's account. The landlord's ledger does not reflect these amounts but the applicant acknowledged receipt of the payments at the hearing.

The respondent also testified that she had recently applied for assistance through the *Homelessness Assistance Fund* and provided a copy of her application. She stated that she expected to receive the assistance to enable her to pay the full amount of the arrears.

The applicant stated that they would be willing to continue the tenancy if the rent arrears were promptly paid.

The written tenancy agreement sets out the lawful rent for the term February 1, 2018 to January 31, 2019 as \$1680. The ledger indicates that the respondent was charged only \$1670 for the first five months of the term but charged \$1703 for the past five months of the term. I find, therefore that the applicant has overcharged the respondent by \$65 over the past 10 months and is only entitled to a monthly rent of \$1680 to the end of this term.

The tenancy agreement sets out a monthly pet fee of \$25 for the privilege of keeping a pet on the premises. The *Residential Tenancies Act* sets out a provision for a pet deposit, not to exceed one-half of the monthly rent, but contains no specific provision for a pet fee. To date, the respondent has paid \$550 in pet fees which I shall consider to be installments of a pet

deposit. The applicant shall hold this amount in trust, apply interest in accordance with the Act and return the amount with interest at the end of the tenancy unless there are deductions for damages or rent arrears. The total pet deposit shall not exceed \$840.

Adjusting the balance of rent owing to account for the pet deposit, the rent payments not posted to the ledger and the overcharge of the monthly rent, I find rent arrears of \$1839.30.

Balance as per ledger	\$3503.74
less rent overcharge	65.00
less pet charges	550.00
less pmt not posted to ledger	33.00
less pmt not posted to ledger	<u>1016.44</u>
Rent arrears	\$1839.30

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1839.30 and terminating the tenancy agreement on December 15, 2018 unless that amount is paid in full. An eviction order to be effective on December 16, 2018 unless the rent arrears are paid in full on or before December 15, 2018 shall also issue.

Hal Logsdon
Rental Officer