

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

LS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 13, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the Applicant CDL, representing the Applicant NAY, representing the Applicant
<u>Date of Decision:</u>	December 13, 2018

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against LS as the Respondent/Tenant was filed by the Rental Office October 18, 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 November 3, 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 rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 13, 2018, in Yellowknife. BL, CDL, and NAY appeared representing the Applicant. LS was served notice of the hearing by email deemed received November 3, 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 October 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 15278 issued September 27, 2016, required the Respondent to pay rental arrears in the amount of \$6,680, terminated the tenancy agreement September 30, 2016, evicted the Respondent from the rental premises October 15, 2016, and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$63.78 for each day he remained in the rental premises after September 30, 2016. The monetary portion of this order was satisfied, and the Applicant chose not to enforce the termination and eviction orders, effectively re-instating the tenancy agreement as of October 1, 2016.

Rental Officer Order Number 15816 issued January 24, 2018, required the Respondent to pay rental arrears in the amount of \$17,220, terminated the tenancy agreement January 31, 2018, evicted the Respondent from the rental premises February 1, 2018, and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$63.78 for each day he remained in the rental premises after January 31, 2018, to a maximum of \$1,940 per month. Again, the monetary portion of this order was satisfied, and again the Applicant chose not to enforce the termination and eviction orders before the expiry of the eviction order, effectively re-instating the tenancy agreement as of February 1, 2018.

Rental arrears

The ledgers entered into evidence represent the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. The current rent was established at \$1,979. The late payment penalties were calculated in accordance with the Act and Regulations. The last three payments received against the Respondent's rent account were recorded: May 18, 2018, in the amount of \$10,100; February 6, 2018, in the amount of \$15,000; and May 31, 2017, in the amount of \$8,000. None of those payments paid for rent in advance of when it was due; rather they paid entirely for rental arrears that had already accumulated.

The ledgers included a \$100 charge for recovery of the application filing fee for the last application to a rental officer that was filed by the Applicant against the Respondent. The filing fee is not a cost the Applicant is entitled to claim. The ledger balance was adjusted by deducting \$100 from the balance.

I am satisfied the adjusted 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 \$14,489, which represents approximately eight months' rent.

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 \$14,489 (p. 41(4)(a));
- terminating the tenancy agreement December 31, 2018 (p. 41(4)(c));
- evicting the Respondent from the rental premises on or after January 1, 2019 (p. 63(4)(a));
and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$65.06 for each day the Respondent remains in the rental premises after December 31, 2018, to a maximum of \$1,979 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer