

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

**LR**

Respondent/Tenant

**REASONS FOR DECISION**

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

**REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against LR 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 registered mail signed for December 8, 2018.

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. LR appeared as Respondent.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 24, 2005. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

*Previous order*

Rental Officer Order Number 15778 issued December 6, 2017, required the Respondent to pay rental arrears in the amount of \$6,901.83, required the Respondent to pay future rent on time, terminated the tenancy agreement January 31, 2018, unless \$4,970 was paid towards the rent account, and evicting the Respondent from the rental premises February 1, 2018, if the termination of the tenancy agreement became effective. Despite the Respondent failing to make the necessary payments by the end of January 2018, the Applicant chose not to have the termination and eviction orders enforced.

*Rental arrears*

The resident ledger and lease ledger (rent statements) entered into evidence represent the Landlord's accounting of monthly rent, late payment penalties, and payments received against the Respondent's rent account. The current rent was established at \$1,540 per month as of July 2018. The late payment penalties have been calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were received in seven of the last 12 months of the tenancy.

The rent statements included a charge of \$100 for recovery of the filing fee for the previous application to a rental officer. The filing fee is not a demonstrable monetary loss suffered as a direct result of the Respondent's failure to comply with a condition of the tenancy agreement or the Act; rather, the filing fee is a cost of doing business and as such the Applicant's claim for recovery of the \$100 filing fee was denied and the amount was deducted from the rent statements' balance.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She testified that she is looking for a second job to help pay the rent, and her boyfriend is attempting to secure an advance from his employer.

The Applicant's representative was sympathetic to the Respondent's plight, particularly given the Respondent is a long-term tenant. However, the Applicant has been very, very lenient with the Respondent over the last couple of years and no longer has confidence that the Respondent can manage either the accumulated debt or paying the full amount of rent in full when due going forward.

I am satisfied the adjusted rent statements accurately reflect 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, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$9,142.83, which represents approximately six months' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay rent in full when due, the Respondent's failure to comply with a rental officer order to pay future rent on time, and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representative agreed to a termination date of January 31, 2019, to provide the Respondent with enough time to secure alternate accommodations.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$9,142.83 (p. 41(4)(a));
- terminating the tenancy agreement January 31, 2019 (p. 41(4)(c));
- evicting the Respondent from the rental premises February 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 \$50.63 for each day she remains in the rental premises after January 31, 2019, to a maximum of \$1,540 per month (p. 63(4)(b)).

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Adelle Guigon  
Rental Officer