

IN THE MATTER between **NPRLP**, Applicant, and **KA and TS**, 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-

KA and TS

Respondents/Tenants

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 KA and TS as the Respondents/Tenants was filed by the Rental Office October 19, 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 email deemed received November 3, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations) and by registered mail signed for November 10, 2018.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, had caused disturbances, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, 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. KA and TS were served notices of the hearing by email deemed received November 3, 2018, and by registered mail signed for November 10, 2018. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties commencing May 1, 2018. The Respondents abandoned the rental premises, effectively ending the tenancy on or before October 24, 2018. Consequently, the Applicant's representatives withdrew their request for termination of the tenancy agreement and eviction. Given that the security deposit was retained against costs claimed for repairs and cleaning, the Applicant's representatives also withdrew their request for payment of costs for repairs. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

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. Rent was established at \$1,940 per month. Late payment penalties were calculated in accordance with the Act and Regulations. The last payment received against the rent account was recorded September 6, 2018, in the amount of \$1,945.

I am satisfied the ledgers accurately reflect the current status of the Respondent's rent account. I find the Respondents have accumulated rental arrears in the amount of \$2,074.27.

Order

An order will issue requiring the Respondents to pay rental arrears in the amount of \$2,074.27.

Adelle Guigon
Rental Officer