

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

**RV**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 5, 2019

**Place of the Hearing:** Inuvik, Northwest Territories

**Appearances at Hearing:** IA, representing the Applicant

**Date of Decision:** February 5, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against RV as the Respondent/Tenant was filed by the Rental Office December 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent January 4, 2019.

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 February 5, 2019, in Inuvik. IA appeared representing the Applicant. RV was personally served notice of the hearing January 4, 2019. 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 them commencing December 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. The lease ledger also included four charges not related to rent totalling \$332.50 for which no evidence was provided; those charges were deducted from the lease ledger balance. The rent was established at \$1,100 per month. The late payment penalties were calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations). Either insufficient payments or no payments were received in four of the last 12 months of the tenancy, and has paid the rent late in 10 of the last 12 months of the tenancy.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent in full when due and has accumulated rental arrears in the amount of \$2,997. That amount represents approximately three months' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the full amount of rent when due and the amount of rental arrears that have 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 the rent for March on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,997 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement March 31, 2019, unless the rental arrears are paid in full and the rent for March is paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises April 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer