

IN THE MATTER between **NPRLP**, Applicant, and **MNV and NP**, 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-

MNV and NP

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 7, 2019

Place of the Hearing: Yellowknife

Appearances at Hearing: BL, representing the Applicant
CDL, representing the Applicant
NS, representing the Applicant

MNV, Respondent

Date of Decision: March 7, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against MNV and NP as the Respondents/Tenants was filed by the Rental Office January 17, 2019. 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 February 16, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay the full amount of rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 7, 2019, in Yellowknife. BL, CDL, and NS appeared representing the Applicant. MNV appeared as Respondent and on behalf of NP.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing July 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease ledger entered into evidence represents the Landlord's accounting of monthly rent, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$1,866.60 per month due the first of each month. Late payment penalties were calculated in accordance with the Act and Regulations. Insufficient payments were received in five of the last 12 months of the tenancy, and the rent was paid late in all 12 of the last 12 months of the tenancy.

The Applicant's representatives identified at hearing that due to a problem with their accounting software the late payment penalties for December, January, February, and March do not appear on the lease ledger. The late payment penalties for those months were calculated and added to the lease ledger balance at hearing.

The lease ledger also included 19 charges of \$50 each for NSF (insufficient funds) fees. Section 13 of the Act prohibits the imposition of any penalties other than the late payment penalties set out under section 41(2) of the Act, and section 41(4) of the Act does not provide for remedies of compensation for demonstrable monetary losses suffered as a direct result of failing to pay rent. The NSF fees are denied and the total NSF fees amount of \$950 was deducted from the lease ledger balance at hearing.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the repeated pattern of failing to pay the rent in full when due, acknowledging the accumulated debt, and accepting responsibility for both. She testified that she has just secured a one-year government contract which will enable her to meet her monthly rent payment obligations. The Respondent committed to having the rental arrears paid in full before the end of April.

I am satisfied the amended lease ledger accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent in full when due and have accumulated rental arrears in the amount of \$5,081.40. That amount represents approximately three months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent in full 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 representatives, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full by the end of April 2019 and paying the rent for April on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,081.40 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2019, unless the rental arrears are paid in full and the rent for April is paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer