

IN THE MATTER between **NPRLP**, Applicant, and **IR and GB**, 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-

**IR and GB**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 7, 2019</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CDL, representing the Applicant BL, representing the Applicant NS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>March 7, 2019</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against IR and GB as the Respondents/Tenants was filed by the Rental Office January 29, 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 14, 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, had accumulated substantial rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 7, 2019, in Yellowknife. CDL, BL, and NS appeared representing the Applicant. IR and GB were served notices of the hearing by email deemed received February 14, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

The Applicants' representatives testified and evidence was presented establish a residential tenancy agreement between the parties commencing May 1, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order Number 10-14938 issued December 9, 2015, required the Respondents to pay rental arrears in the amount of \$3,543.50, terminated the tenancy agreement December 31, 2015, and evicted the Respondents from the rental premises on or after January 1, 2016. The rental arrears were paid in full by January 31, 2016, and the Applicant chose not to enforce the termination and eviction orders. The tenancy was reinstated effective January 1, 2016.

Rental Officer Order Number 15602 issued July 8, 2017, required the Respondents to pay rental arrears in the amount of \$6,889.25, required the Respondents to pay future rent on time, terminated the tenancy agreement August 31, 2017, unless the rental arrears were paid in full and the rents for July and August were paid on time, and evicted the Respondents from the rental premises on or after September 1, 2017, if the termination of the tenancy agreement became effective. Despite the Respondents' failure to pay the rental arrears and rents as required, the Applicant did not enforce the termination and eviction orders. The Tenancy was reinstated effective September 1, 2017. The rental arrears were paid in full by November 29, 2017.

#### *Rental arrears*

The lease ledgers entered into evidence represent the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$1,469 per month. Late payment penalties were calculated in accordance with the Act and Regulations. No payments were received in 15 of the last 24 months of the tenancy.

The Applicant's representatives explained that 13 credits of \$1,075 each were incorrectly credited to the Respondents' rent account; these credits were meant for a different rent account. When the error was discovered, the credits were reversed out of the Respondents' rent account. At no time were the Respondents' made aware that these credits had been applied to their rent account. Despite those credits appearing on the Respondents' rent account during the period that they were inadvertently applied, the Respondents continued to carry rental arrears.

The Applicant's representatives testified that they had a meeting with the Respondents in January 2019, shortly after the application to a rental officer was filed. At that meeting, the Respondents claimed that they each thought the other had been making rent payments. The issue of rent being paid was not resolved after the meeting, however, as no payments were received in January, February or March.

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

The lease ledgers also included a charge of \$52.50 for a lock change invoiced December 31, 2018. The Applicant was granted permission to provide the work order for that call-out after the hearing, which established the Respondents' responsibility for the charge. I am satisfied the Respondents are responsible for the \$52.50 charge for a lock change.

I am satisfied the adjusted lease ledger accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$18,019.25. That amount represents approximately 12 months' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondents' repeated failure to pay the rent and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction is justified.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears and costs of repairs totalling \$18,071.75 (p. 41(4)(a), p. 42(3)(e));
- terminating the tenancy agreement March 31, 2019 (p. 41(4)(c));
- evicting the Respondents from the rental premises on or after April 1, 2019 (p. 63(4)(a)); and
- requiring the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$48.30 for each day they remain in the rental premises after March 31, 2019, to a maximum of \$1,469 per month (p. 63(4)(b)).

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Adelle Guigon  
Rental Officer