

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

**SD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 7, 2019

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

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

**Date of Decision:** March 7, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against SD as the Respondent/Tenant 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 Respondent by email deemed received February 15, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated 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 appeared representing the Applicant. SD was served the notice of hearing by email deemed received February 15, 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 the parties commencing January 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order Number 10-13728 issued December 13, 2013, required the Respondent to pay rental arrears in the amount of \$5,602.21, terminated the tenancy agreement January 31, 2014, unless at least \$5,910 was paid towards the rental arrears and rent for January, and evicted the Respondent from the rental premises on or after February 1, 2014, if the termination of the tenancy agreement became effective. The Applicant did not enforce the termination and eviction orders, resulting in a reinstatement of the tenancy agreement effective February 1, 2014.

Rental Officer Order Number 15770 issued December 6, 2017, required the Respondent to pay rental arrears in the amount of \$2,016.68, required the Respondent to pay future rent on time, terminated the tenancy agreement January 31, 2018, unless the rental arrears were paid in full and the rent for January was paid on time, and evicted the Respondent from the rental premises on or after February 1, 2018, if the termination of the tenancy agreement became effective. Despite the Respondent failing to satisfy the monetary conditions, the Applicant did not enforce the termination and eviction orders, resulting in a reinstatement of the tenancy agreement effective February 1, 2018.

*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 \$1,586 per month. The late payment penalties were calculated in accordance with the Act and Regulations. Insufficient amounts were paid in nine of the last 12 months of the tenancy, and rent was paid late in all 12 months.

The Applicant's representative identified that the late payment penalties for December to March were not reflected on the lease ledger due to a problem with their accounting software. She requested those amounts be added to the lease ledger. The late payment penalties for December to March were calculated at the hearing and added to the lease ledger balance.

The lease ledger included a charge of \$100 to recover the filing fee associated with making the last application to a rental officer. This charge is disallowed as it is not a loss suffered as a direct result of any particular breach and is considered a cost of doing business. The \$100 was deducted from the lease ledger balance.

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 rent in full 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 \$3,639.10. That amount represents approximately three months' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's continued failure to pay the full amount of rent when due, the Respondent's failure to comply with a rental officer order, and the amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$3,639.10 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2019 (p. 41(4)(c));
- evicting the Respondent from the rental premises May 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 \$52.14 for each day the Respondent remains in the rental premises after April 30, 2019, to a maximum of \$1,586 per month.

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Adelle Guigon  
Rental Officer