

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

DP and GB

Respondents/Tenants

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 DP 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 15, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay rent, 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 the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 7, 2019, in Yellowknife. CDL appeared representing the Applicant. DP and GB were served notices of the hearing by email deemed received February 15, 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 Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing December 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 16114 issued July 26, 2018, required the Respondents to pay rental arrears in the amount of \$509.04 and required the Respondents to pay future rent on time. The monetary order was satisfied in full by August 15, 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 Respondents' rent account. Rent was established at \$2,400 per month. The late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient payments or no payments were made in six of the last 12 months of the tenancy, and rent was paid late for all 12 of the last 12 months of the tenancy.

The Applicant's representative noted that due to a problem with their accounting software that the late payment penalties for December to March had not been included in the lease ledger. The late payment penalties for those months were calculated and added to the lease ledger at the hearing.

It was further noted that at the time the application was made the Respondents carried rental arrears in the amount of \$5,879. After being served with the filed application, the Respondents made substantial payments effectively resolving the arrears balance. The current balance is roughly equivalent to the rent for March. The Applicant's representative acknowledged receiving communication from the Respondents promising to have the rental arrears paid in full by March 15th.

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 when due, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$2,470.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay the rent when due and the Respondents' failure to comply with a rental officer order to pay future rent on time, 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 Respondents paying the rental arrears in full by the end of April and paying the rent for April on time.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$2,470 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (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 Respondents 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