

IN THE MATTER between **NPRLP**, Applicant, and **MS and GG**, 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-

MS and GG

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 MS and GG 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 in full when due, had failed to comply with a rental officer order to pay future rent on time, 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 March 7, 2019, in Yellowknife. CDL appeared representing the Applicant. MS and GG 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 July 27, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 16067 issued July 5, 2018, required the Respondents to pay future rent on time.

Rental arrears

The lease ledgers entered into evidence represent the Landlord's accounting of monthly assessed rents, late payment penalties, and payments received against the Respondents' rent account. Rent was established at \$2,088 per month. The late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient payments or no payments have been received in six of the last eight months of the tenancy (since the last rental officer order was issued).

The Applicant's representative identified that the late payment penalties for February and March 2019 had not yet been entered into the lease ledger due to a problem with their accounting software. She requested that those late payment penalties be added to the lease ledger. The late payment penalties for those two months were calculated at hearing and added to the lease ledger balance.

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 in full 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 \$6,795. 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, the Respondents 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. At the Applicant's request, the termination and eviction dates will be delayed to the end of April 2019.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$6,795 (p. 41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2019 (p. 41(4)(c));
- evicting the Respondents from the rental premises May 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 \$66.08 for each day they remain in the rental premises after April 30, 2019, to a maximum of \$2,010 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer