

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

**EA**

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  
EA, Respondent

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

### **REASONS FOR DECISION**

An application to a rental officer made by NPRLP as the Applicant/Landlord against EA 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 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. EA appeared as Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing October 3, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous order*

Rental Officer Order Number 15799 issued January 11, 2018, required the Respondent to pay future rent on time.

#### *Rental arrears*

The lease ledger entered into evidence represents the Landlord's accounting of monthly rents, late payment penalties, and payments received against the Respondent's rent account. Rent was established at \$1,367 per month. Late payment penalties have been calculated in accordance with the Act and Regulations. Either insufficient payments or no payments were received in eight of the last 12 months of the tenancy, and rent was paid late for 10 of the last 12 months of the tenancy.

The Applicant's representative indicated that due to a problem with their accounting software the late payment penalties for December through 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 the hearing.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. He committed to paying \$1,000 every two weeks starting on March 8, 2019, towards the monthly rent and rental arrears.

I am satisfied the amended lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent 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 \$6,732. That amount represents approximately five months' rent.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent when due, the Respondent's failure to comply with a rental officer order to pay future rent on time, and the amount of rental arrears that have accumulated, I am satisfied that 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 Respondent paying at least \$1,000 towards the rent account every two weeks starting March 8, 2019.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$6,732 (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 at least \$1,000 is paid every two weeks towards the rent account starting March 8, 2019 (p. 41(4)(c), ss. 83(2));
- 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)).

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Adelle Guigon  
Rental Officer