

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

SB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 19, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant
SB, Respondent

Date of Decision: March 19, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against SB as the Respondent/Tenant was filed by the Rental Office January 30, 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 March 4, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had repeatedly failed to pay rent, 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 19, 2019, in Yellowknife. CDL appeared representing the Applicant. SB appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing September 11, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 15597 issued June 8, 2017, and served on the Respondent by email confirmed received June 26, 2017, required the Respondent to pay rental arrears in the amount of \$5,329, terminated the tenancy agreement June 30, 2017, and evicted the Respondent from the rental premises July 1, 2017. The Applicant chose not to enforce the termination and eviction orders, reinstating the tenancy agreement effective July 1, 2017.

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 \$1,275 per month. Late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient payments or no payments were made in eight 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 November to March had not fully been accounted for. The late payment penalties for those months were calculated and added to the lease ledger at the hearing.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She committed to having the rental arrears paid in full by March 22, 2019, and having the rent for April paid in full by April 5, 2019, and ensuring all rents thereafter were paid in full each month.

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 and has accumulated rental arrears in the amount of \$4,707. That amount represents approximately four months' rent.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due throughout the tenancy and the amount of rental arrears that have accumulated, 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 Respondent paying the rental arrears in full by March 22, 2019, and paying the rent for April in full by April 5, 2019.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$4,707 (p. 41(4)(a));
- requiring the Respondent 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 by March 22, 2019, and the rent for April is paid in full by April 5, 2019 (p. 41(4)(c), ss. 83(2)); and
- 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)).

Adelle Guigon
Rental Officer