

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

AK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 7, 2019
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant BL, representing the Applicant NS, representing the Applicant
<u>Date of Decision:</u>	March 7, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against AK as the Respondent/Tenant was filed by the Rental Office January 17, 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 16, 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 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, BL, and NS appeared representing the Applicant. AK was served notice of the hearing by email deemed received February 16, 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 representatives testified and evidence was presented establishing a residential tenancy agreement between the parties commencing August 7, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 \$1,876 per month. Late payment penalties were calculated in accordance with the Act and Regulations. Either insufficient payments or no payments were received in five of the last 12 months of the tenancy.

Due to a problem with the Applicant's accounting software, the lease ledger did not include late payment penalties for the months of December, January, February, and March. The Applicant's representatives requested that those charges be added to the lease ledger. The missing late payment penalties 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 Respondent's rent account. I find the Respondent has repeatedly failed to pay rent when due and has accumulated rental arrears in the amount of \$1,974. That amount represents a little more than one month's rent.

Termination of the tenancy agreement and eviction

At hearing the Applicant's representatives withdrew their request for termination of the tenancy agreement and eviction.

Orders

An order will issue requiring the Respondent to pay rental arrears in the amount of \$1,974 (p. 41(4)(a)) and requiring the Respondent to pay rent on time in the future (p. 41(4)(b)).

Adelle Guigon
Rental Officer