

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

ML

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
BL, representing the Applicant
NS, representing the Applicant
ML, Respondent

Date of Decision: March 7, 2019

REASONS FOR DECISION

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

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing August 4, 2009. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 10-12381 issued September 29, 2011, required the Respondent to pay rental arrears in the amount of \$889.70.

Rental Officer Order Number 10-13265 issued January 23, 2013, required the Respondent to pay rental arrears in the amount of \$3,791.85; terminated the tenancy agreement February 1, 2013, unless at least \$2,000 was paid to the rental arrears; terminated the tenancy agreement February 20, 2013, unless the remaining rental arrears and the rent for February was paid in full; and evicted the Respondent from the rental premises February 2 and February 21, 2013, if either of the termination dates became effective.

Rental Officer Order Number 10-14292 issued October 8, 2014, required the Respondent to pay rental arrears in the amount of \$1,138; required the Respondent to comply with the obligation to pay utilities; and terminated the tenancy agreement October 31, 2014. The Landlord did not enforce the termination order, effectively re-instating the tenancy as of November 1, 2014.

Rental Officer Order Number 15599 issued June 8, 2017, required the Respondent to pay future rent on time.

Rental Officer Order Number 16077 issued July 10, 2018, required the Respondent to pay rental arrears in the amount of \$5,026; required the Respondent to pay rent on time in the future; terminated the tenancy agreement August 31, 2018, unless the rental arrears were paid in full and the rent for August was paid on time; and evicted the Respondent from the rental premises September 1, 2018, if the termination of the tenancy agreement became effective. The Respondent complied with the monetary requirements of this order, rendering the termination and eviction orders ineffective.

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 \$1,844. 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 (not including March 2019).

At hearing, the Applicant's representative testified that due to a problem with their accounting software the late payment penalties for December to March 2019 had not been applied to the rent account. They requested those penalties be calculated and added to the balance owing. The Respondent had no objection to this request, which was appropriate in the circumstances and the of which the Landlord was entitled. Late payment penalties for the period were calculated totalling \$47.50 and that amount was added to the lease ledger balance.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. Given that the Respondent has in fact successfully resolved the accumulated rental arrears and only has a portion of the March rent which remains outstanding, the Applicant's representative withdrew the requests for an order for payment of the rental arrears, termination of the tenancy agreement, and eviction, and instead sought only an order for future rent to be paid on time. This despite the historical pattern of repeatedly failing to pay the rent which is established by the above referenced previous rental officer orders.

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 and has failed to comply with a rental officer order to pay future rent on time.

Order

An order will issue requiring the Respondent to pay rent on time in the future (p. 41(4)(b)).

Adelle Guigon
Rental Officer