

IN THE MATTER between **RM**, Applicant, and **MP**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

RM

Applicant/Landlord

-and-

MP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 10, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RM, representing the Applicant

Date of Decision: April 10, 2019

REASONS FOR DECISION

An application to a rental officer made by RM as the Applicant/Landlord against MP as the Respondent/Tenant was filed by the Rental Office February 22, 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 in person on March 3, 2019.

The Applicant claimed that the Respondent had rental arrears, had failed to pay the security deposit when due and had failed to pay for utilities which were the responsibility of the Respondent under the Tenancy Agreement. An order was sought for payment of rental arrears, payment of security deposit, payment of utilities, and termination.

A hearing was scheduled for April 10, 2019 in Yellowknife. The Deputy Rental Officer and the Applicant appeared in person. MP was served notice of the hearing by personal service on March 3, 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 as provided for in subsection 80(2) of the *Residential Tenancies Act*.

Tenancy Agreement

The Applicant testified and evidence was presented establishing a tenancy agreement between the parties commencing on September 10, 2018. I am satisfied a valid tenancy agreement between the parties is in place in accordance with the Act.

Rental Arrears

The Applicant testified and provided as evidence statements showing rent paid for September to January and for February. According to these statements, during this six-month period only partial payments of rent had been made resulting in total arrears of \$6,638.00. March and April statements were not provided, but the Applicant testified that he had notified the Respondent that rent was due but no payments had been received for these months. It is clear in the tenancy agreement that the monthly rent is \$2,500 and it is due on the first of every month. Including March and April, total arrears are \$11,638.00.

I am satisfied that the statements reflect the current status of the Respondents's rent account. I find that the Respondent has repeatedly failed to pay her rent when due and have accumulated rental arrears in the amount of \$11,638.00.

Additional Obligations - Utilities

Under the Tenancy Agreement section 5. *Services and Facilities* the Respondent is responsible for the payment of utilities including water, fuel and electricity. The Applicant testified that it was the responsibility of the Respondent to establish accounts with the City of Yellowknife for water and with Northland Utilities for electricity. The Applicant regularly provided the Respondent with the amount owing for propane. The Applicant provided as evidence receipts for the utilities that show that most invoices had not been paid by the Respondent. These outstanding amounts had been paid by the Applicant in order to continue service to their property:

• Northland (electricity) outstanding balance	\$613.90
• City of Yellowknife (water, garbage) outstanding balance	\$299.83
• Bluewave Energy (propane) outstanding balance	\$1726.81
TOTAL ARREARS UTILITIES	\$2,640.54

I am satisfied that based on the Tenancy Agreement and receipts provided, the Respondent is responsible for utilities arrears totalling \$2,640.54.

Security Deposit

The Tenancy Agreement includes the requirement for a security deposit of \$1,000.00 to be paid by the Respondent. According to the testimony and statements provided by the Applicant, the security deposit was never paid. At the hearing, payment of the security deposit was requested and initially I had agreed, however, after further consideration and taking into account that the tenancy is being terminated it no longer reasonable to also order the payment of this deposit.

Termination and Eviction

In light of the Respondent's repeated failure to pay their rent and the accumulated rental arrears, as well as their failure to comply with their obligations under the tenancy agreement to pay for utilities , I am satisfied that termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$11,638.00 (p. 41(4)(a));
- requiring the Respondent to pay to the Applicant compensation for costs associated with unpaid utilities in the amount of \$2,640.54 (p. 45(4)(c));
- terminating the tenancy agreement on April 30, 2019 (p. 41(4)(c) and p.45(4)(e)) ; and
- evicting the Respondent from the rental premises on or after May 1, 2019 (p.63(4)(a)).

Janice Laycock
Deputy Rental Officer