

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

AR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 16, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BL, representing the Applicant

Date of Decision: May 16, 2019

REASONS FOR DECISION

An application to a rental officer made by NPRLP as the Applicant/Landlord against AR as the Respondent/Tenant was filed by the Rental Office March 26, 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 April 21, 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 May 16, 2019, in Yellowknife. BL appeared representing the Applicant. AR was served notice of the hearing by email deemed received April 21, 2019. The Respondent did not appear at the hearing, nor did anyone appear on their 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 representative testified and evidence was presented establishing a residential tenancy agreement between the parties commencing April 1, 2018. The Applicant's representative confirmed that the Respondent was still occupying the rental premises. 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 \$2,140 per month. Late payment penalties were calculated in accordance with the Act and Regulations. The last payment received against the Respondent's rent account was recorded February 8, 2019, in the amount of \$2,025. Either insufficient payments, no payments, or late payments were received in eight of the last 12 months of the tenancy.

The ledger included monthly charges of \$25 for “pet fees” of which five of those charges have not been paid by the Respondent. The Act does not provide for “pet fees”, but it does provide for a pet security deposit for an amount not exceeding 50% of one month’s rent. The section of the written tenancy agreement setting out the obligation to pay the monthly “pet fees” makes no reference to a maximum amount that will be collected, nor does it reference the fees as refundable at the end of the tenancy. While there is nothing in the Act preventing the pet security deposit from being collected in monthly installments, the Landlord must remain cognizance of the refundable nature of the pet security deposit and of the maximum amount allowed to be collected for the pet security deposit. In this case, I have considered the monthly “pet fees” as charges towards the pet security deposit. The unpaid portion of the pet security deposit charged to date of \$125 was deducted from the lease ledger balance to arrive at an amount representing the accumulated rental arrears including late payment penalties.

I am satisfied the 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 \$8,273. 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 and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$8,273 (p. 41(4)(a));
- terminating the tenancy agreement May 31, 2019 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises June 1, 2019 (p. 63(4)(a)).

Adelle Guigon
Rental Officer